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The Solicitors' Journal.

LONDON, JUNE 2, 1866.

SEVERAL OF last week's papers contain remarks upon Vice-Chancellor Wood's judgment in the case of the *Anglesea Colliery Company*, 14 W. R. 708, showing the most total misapprehension of the nature of that decision. It is not the case, as there represented, that the Vice-Chancellor has held that the holders of fully paid-up shares are liable to further calls, but that the holders of shares not fully paid are liable to calls made for the sole purpose of adjusting the equities between them and the fully paid-up shareholders, and that these latter are "contributories" for that purpose—i.e., for the purpose of receiving the proceeds of, not of paying, the call. The slightest attention to any report of the case which has yet been published (we do not speak of marginal notes), would have sufficed to correct the error, which seems to have produced somewhat of a panic in the north of England.

THE MASTER OF THE ROLLS has appointed Tuesday next, the 5th inst. (subject to the priority of other cases standing for argument in his list), for the hearing of the cause of the Bishop of Natal against the Trustees of the Colonial Bishops' Fund. The bishop will be represented by the same counsel who appeared for him in the Privy Council, viz., Mr. W. M. James, Q.C., Mr. Fitzjames Stephens, Mr. J. Westlake, and Mr. E. Charles. The defendant's case will be argued by the Attorney-General, Mr. Selwyn, Q.C., and Mr. E. L. Pemberton.

WE LEARN FROM the *New York Times* that Miss Stebbins, of Chickasaw County, Iowa, has received an appointment as notary public for that county. The same authority says that she is the first female ever having received such a commission, and is represented as eminently competent.

THE CLAUSE in the Capital Punishment Bill making a distinction between murder of the first and murder of the second degree, to which we made some objections not long ago, was rejected in the House of Lords on Thursday night, the numbers being—

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"When, according to the invariable rule in such cases, *Semper presumitur pro negante.*"

WE DESIRE to call attention to a movement lately made by a number of the leading members of the profession with a view to the establishment of an additional life-boat, to be presented to the National Life-Boat Institution, to be purchased and maintained exclusively by solicitors and proctors.

It appears that a present sum of £620, and an average annual subscription of £50, will be sufficient for this purpose, and the committee think that there will be no difficulty in obtaining these sums. Nor will there, if the profession be but sufficiently generally apprised of the

project. No one can doubt either its intrinsic excellence or the power or readiness of the profession to respond to a call of this nature.

THE BENCHERS OF LINCOLN'S-INN have admitted to the bar Mr. Benjamin, late Secretary to the Treasury in the Confederate States, without obliging him to eat his terms. They say they are compelled to accept him in exchange for Mr. Edwin James, who was admitted in the same way to the New York bar, which is, as the *Spectator* remarks, an odd compliment to Mr. Benjamin. We wish similar mutual courtesies prevailed between the learned benchers and the Irish bar, who have, surely, at least as much right to expect such recognition.

IT IS ASSERTED currently that Judge Longfield is about to resign his seat in the Landed Estates Court. The reason assigned is dissatisfaction with the additional labour which will be thrown upon him by reason of the late Judge Hargreave's seat not being filled up. The name of Serjeant Sir Colman O'Loughlin, M.P., is mentioned as likely to succeed; rumour also points out Mr. Stephen Woulfe Flanagan, Q.C., as a likely successor, as he was secretary, and afterwards master, of the Incumbered Estates Court, for which he is in receipt of a pension which would be saved by his promotion.

IT IS WITH sincere regret that we have to record the death of Kenyon Stevens Parker, Esq., Q.C., Senior Examiner of the High Court of Chancery. As the learned gentleman was leaving his office on Thursday afternoon he was unfortunately run against in Chancery-lane by a Hansom cab which had run against an omnibus, and thrown down; the wheel of the cab passing over his body and injuring him frightfully. The unfortunate gentleman was at once removed to King's College Hospital, and, after lingering in a hopeless condition throughout the night, expired yesterday afternoon. Mr. Parker was seventy-eight years of age. He was called to the Bar by the Honourable Society of Gray's-inn on the 27th of November, 1819, but afterwards migrated to Lincoln's-inn, of which he was a bencher. For many years he had a large practice in chancery, principally in the court of Vice-Chancellor Knight-Bruce. On Tuesday he told Mr. Aston, who was cross-examining a witness before him, that in the early part of his career he practised at common law, and went the Northern Circuit.

CORPORATE MISREPRESENTATION.—No. II.

In a former article on this subject we dealt with the general principle that, *prima facie*, a contract, induced by misrepresentation on the part of the agents or directors of a company is not enforceable by the company. We now come to the qualifications and exceptions to which the principle is subject. These are many and important; so much so, that in actual application to individual instances, the exceptions outnumber the rule; but although this be so, the safe and only true way of arriving at a conclusion is to consider, first the main principle, and then the controlling limitations. We now proceed to do the latter.

1. In the first place, in order to entitle a purchaser of shares to rescission of his contract on the ground of corporate misrepresentation, his shares must have been purchased of the company, as by subscribing for original shares or purchasing forfeited ones; when the purchase has been made in the market or of an individual shareholder, the fact that the buyer was induced to purchase by the misrepresentations of the body corporate will not assist him to escape from his liability. As we have already noticed the reasons for this rule, we shall not repeat them, and shall merely refer to the remarks of Lord St. Leonards in *National Exchange Company of Glasgow v. Dren*, 2 Macq. 103; *Duranty's case*, 26 Beav. 268, by which the distinction was established, and a remark of Lord Cranworth in *Conybeare's*

case, 9 H. L. Cas. 739. In *Burnes v. Pennell*, the misrepresentations alleged to be those of the company were made with a view to inducing the very contract in question, and Burnes was induced by them to take a transfer from his own clerk of some shares belonging to the clerk, which were on the point of forfeiture to the company for non-payment of calls; the case being decided against Burnes on the ground that the representations of the company's law-agent were not binding on the company, the point in *Duranty's case* was not noticed, in consequence of which the following question remains yet undecided—whether, if in case of a purchase of shares of an individual shareholder (as in *Duranty's case*), the purchase were proved to have been induced, not by mere general misrepresentations on the part of the company's agents, but by misrepresentations addressed by them to the subsequent purchaser, with the express intent of inducing him to purchase the shares of the transferor, such a purchase would be set aside as against the company. As against the transferor, it seems from *Duranty's case* that it will not; but when we consider that the contract into which the unfortunate transferee has entered, involves a double obligation, one as well to the company as to the transferor, there seems good reason for holding that, although the transferor cannot be compelled to a rescission of his part of the contract, yet the company are not in a position to enforce theirs. The result of such a decision, of course, would be that both transferor and transferee would escape liability.

A question may also arise whether, if in a case like *Duranty's*, the transferor could be personally fixed with complicity in the corporate misrepresentations, that fact would entitle the transferee to rescission.

This point is, we believe as yet undecided. (See Vice-Chancellor Kindersley's remarks in *Worth's case*, 4 Drew. 534).

It need hardly be added that misrepresentations by the transferor alone may entitle the transferee to a remedy in damages as against him, but cannot affect the company.

2. The purchase must have been made in consequence of the misrepresentations; otherwise of course there is no *dolus dans locum contractui*. It seems, however, that where misrepresentations have formed a material part of the inducement to take shares, without which the purchase would not have been made, the purchaser will not be bound merely because other influences have contributed to their success (Lord Chelmsford in *Nicol's case*, 3 De G. & J. 387). And Lord Justice Turner in the same case observed—"Where false representations are made for the purpose of inducing a purchase, it is, in my opinion, incumbent on those who claim the benefit of the purchase to prove to demonstration that those representations were not acted on. It is not, in my opinion, sufficient for them to prove that there were other representations by which the purchase may have been induced." It may be said on the part of the company, in some cases, that the purchaser had it in his power to test the truth of the statements which were made to him. In this respect a well-founded distinction between misrepresentation by false assertion and misrepresentation by concealment was pointed out by Lord Chelmsford in *Conybeare's case*, 9 H. L. 742, his Lordship remarking—"If a party makes a false representation, it may be no answer to a person complaining of being misled by it, to say to him, 'You had the means of ascertaining the truth of my statement if you had thought fit to use them.' The reply to this might probably be: 'Your representations put me off my guard, I was entitled to place faith and reliance upon it; I did so, and you have no right to complain that I trusted to your word and looked no further.' But where the fact is not misrepresented, but concealed, and there is nothing done to induce the other party not to avail himself of the means of knowledge within his reach, if he neglects to do so, he may have no right to complain, because his ignorance of the fact is

attributable to his own negligence." If an intending purchaser examines for himself into the truth of the statements he has heard, he cannot, under the plea of misrepresentation, avoid the consequences of his own bad judgment or the negligence of his research. In *Jennings v. Broughton*, 5 D. M. G. 126, a purchaser of mining shares sought to avoid his contract on the ground of misrepresentation. Misrepresentation there undoubtedly had been, but it appearing that he had subsequently, and before his purchase, gone to the mine and examined it himself, the Court considered that, having had the means of ascertaining the truth, and not having relied exclusively on the statements made to him, but used his own judgment, he was not entitled to rescission, and his bill was accordingly dismissed with costs.

3. The directors or other agents of the company who made the misrepresentations, must in making them have been acting within the scope of their duty. This also is obvious, involving one of the first principles of the law of principal and agent. The instance of this in *Burnes v. Pennell* has already been noticed. It was also urged in this case that Gilmour, who made the statements in question, was also a shareholder of the company, but it was ruled distinctly that the acts of a mere shareholder were not binding on the company, Lord Campbell pointing out very clearly the distinction in this respect between a joint stock company and an ordinary partnership. In *Nicol's case*, Lord Justice Turner laid down that the acts of a single director will not bind the shareholders, on the ground that "Whatever authority is given by shareholders to directors, is given to them as a body, and not to each of them individually.*" In *Conybeare's case*, his Lordship considered that the secretary, being the agent of the directors in effecting sales of shares, his acts must be taken as the acts of the directors, and consequently of the company. At first sight this latter view with respect to the secretary may seem a violation of the maxim, *delegatus non potest delegare*: a moment's reflection, however, will show that the redelegation to the secretary is not by the directors themselves, but is a portion of the constitution of the company as determined by itself. *A fortiori*, representations, whether made by directors or other agents, not in course of their employment as such, to chance listeners in society, cannot in the smallest degree bind the company.

4. A fourth important limitation to the general principle is that a very slight degree of subsequent acquiescence on the part of the purchaser will estop him from avoiding his contract. If he has received dividends on his shares, this alone has been held a sufficient acquiescence, and the fact that dividends paid out of capital have formed a portion of the inducement to purchase, apparently will not help him. In *The Hop and Malt Exchange and Warehouse Company; Ex parte Briggs*, decided last term, Mr. Briggs had taken shares on the faith of the prospectus; subsequently articles of association were produced, which, it was contended on the part of Mr. Briggs, were inconsistent with the prospectus. The Master of the Rolls held that Mr. Briggs must be a contributory on the ground of subsequent acquiescence, saying "It is established by the evidence given on the cross-examination of Mr. Briggs, that after he was acquainted with the provisions of the articles of association he consented to keep the shares, and exercised acts of ownership over the shares wholly inconsistent with the repudiation of them. He gave instructions to his broker to sell the shares for the account, and the contract was actually entered into by the broker for that purpose at a premium of fifty shillings per share, in accordance with such instructions, and all this was done after Mr. Briggs had obtained notice of the articles. I think, on the evidence, that it was the refusal of the Stock Exchange to give a settling-day to the company, the effect of which was to annul the conditional contract entered into by his broker for the sale of Mr. Briggs' shares, that opened his eyes to the injurious effect of the articles

* See also *Holt's case*, 22 Beav. 48, L. B. C.

of association, and induced him to repudiate his shares, and to require that they should be cancelled.

"I must, therefore, refuse this application." Before the Companies Act, 1856, had abolished the right of creditors to sue individual shareholders, after failing to obtain payment from the body corporate, it was decided in *Henderson v. Royal British Bank*, 7 Ell. & B. 356, that as against creditors, misrepresentation in connection with the purchase was no defence. Now that under the new Acts, creditors cannot proceed against individual shareholders, and can only act against them through the medium of an official liquidator, this distinction seems to have been wholly done away with, and all misrepresentation cases treated as cases of pure contribution. In another article we shall discuss the important questions of misrepresentations as contained in reports and circulars, and misrepresentations in the prospectus.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

May 29, 30.

PATERSON v. PATERSON.—This was an appeal from an order made by the Master of the Rolls upon a petition under the Trustee Act, 1850. Peter Paterson, who was seized of some copyhold lands upon certain trusts, devised the whole of his property to his widow. She afterwards disclaimed all the estates so devised to her. The Master of the Rolls appointed a Mr. Booth as new trustee, and made an order vesting the copyholds in him. This was done without the consent of the lord of the manor, who insisted that the copyholds had, by reason of the disclaimer of the widow, devolved upon the testator's customary heir, and that a double fine was payable upon the admission of Booth. The lord appealed.

Ultimately, after some discussion, it was agreed that the lord should give his consent without prejudice to any question as to the fine or fines payable, and that that question should be tried in an action at law.

Their Lordships made an order accordingly, but reserved the question of costs.

Selwyn, Q.C., J. Williams, Q.C., Nalder, Speed, and C. Browne, appeared in the case.

Solicitors for the appellant, *Coverdale & Co.*

May 30.

BINEY v. STEPHENSON.—This was an appeal from the Lancaster Chancery Court. A cross-suit was pending in the High Court of Chancery before Vice-Chancellor Wood in relation to the same matters.

Their Lordships, by arrangement between the parties, made an order for the two causes to come on together before themselves in July, upon certain terms as to the admission of evidence, which would otherwise have been inadmissible.

The Attorney-General, Little, E. K. Karlake, E. R. Turner, and W. H. Birley, appeared in the case.

MASTER OF THE ROLLS.

April 24, 26, 27; May 24, 25.

GARDINER v. ENNOR. HUMBY v. MOODY.—*Solicitor and Client—Undue Pressure.*—This was a foreclosure suit met by a cross suit, under the following circumstances:—

In July, 1859, Humby & Ennor became purchasers of certain mines, and formed the West of England Smelting Company to work them.

Humby & Ennor became indebted to a Mr. Burridge, who acted as solicitor in this purchase, and they assigned three £100 shares to him as part payment of such costs.

Mr. Burridge afterwards obtained divers loans from Gardiner and others, for Humby & Ennor, to enable them to pay the purchase-money of the mines; and eventually, under threats (as Humby & Ennor represented) of causing these advances to be called in, and of pressing for his own costs, he induced them to sign an agreement by which, in consideration of his services, they agreed to pay Burridge his costs (the amount being then unascertained), and to allot him sixty-five more free paid-up shares in the company, making his interest in the company one quarter of the whole.

In October, 1862, the West of England Company was wound up and transferred their business to the Great Cuthbert Company. In November, 1862, Humby & Ennor mortgaged the mines to Burridge & Gardiner, for the moneys lent by them.

In April, 1864, Burridge & Gardiner filed a foreclosure bill

against Humby & Ennor and the Great Cuthbert Company, which was met by a cross bill charging fraud and undue pressure.

The Great Cuthbert Company was now wound up, and the cross bill also urged that Burridge & Gardiner had agreed to receive what was due to them from that company, and could not proceed against Humby & Ennor personally.

Jessel, Q.C., and Stock, for Humby & Ennor, cited *Tomson v. Judge*, 3 Dr. 306; *O'Brien v. Lewis*, 11 W. R. 318.

Southgate, Q.C., and Cutler, for Burridge & Gardiner, denied that there was any pressure, and cited *Harris v. Tremenhare*, 15 Ves. 34; *Re Boyle*, 5 D. M. G. 540.

Baggallay, Q.C., and Pearson, for shareholders of the Great Cuthbert Company, contended that their assets ought not to be liable to the debts of Humby & Ennor, since they had purchased from them, for value, without notice of the claims of Burridge & Gardiner.

His Lordship said the transaction could not stand. Humby & Ennor would have been allowed costs as against Burridge, if they had stated the plain facts; but as they had made additional charges, which were proved to be unfounded, with respect to Gardiner, their costs would be disallowed. Gardiner would have his costs.

May 28.

LEE v. RENSHAW.—*Petition—Payment to Husband of a Married Woman who has eloped.*—This was a petition for payment out of court to a husband of a sum of £371, to which his wife was entitled.

Lindley appeared for the petitioner.

The parties had been married ten years, and there was one child of the marriage, who was then, of course, an infant. The wife eloped in 1864, and had not since been heard of. She took £80 with her, and left some debts. The husband's income derived from trade amounted to about £170. The husband had supported the child since the elopement.

LORD ROMILLY, M.R., said that in such a case he would have been glad to have directed a settlement on the husband for life, and then for the child; but, under the circumstances, he would make the order asked.

VICE-CHANCELLOR KINDERSLEY.

May 25.

RE THE CONGREGATIONAL CHAPEL, SMETHWICK.*

Sir S. Romilly's Act (52 Geo. 3, c. 101)—Sale of Charity Land—Consent of Congregation.

This was a petition by the trustees of an Independent Methodist Chapel for liberty to sell a portion of the trust land, undertaking to apply the proceeds for the purposes of their congregation or church.

In 1825 a piece of land, with buildings, was conveyed to the trustees, upon trust to permit the same to be used as an Independent meeting-house.

In 1853 a second piece of land was conveyed to the then trustees, upon trust to allow a chapel to be built thereon, and permit the same to be used as an Independent meeting-house. A chapel was built upon the latter piece of land and used for worship in lieu of that upon the former piece, which was converted into a school-room.

It was now desired to sell the premises comprised in the conveyance of 1825, and apply the proceeds in building schools and offices in connection with the new chapel.

Caldecott for the petitioners, the trustees.

KINDERSLEY, V.C.—How are the congregation represented?

Caldecott.—A meeting of the congregation was convened, at which it was resolved that this petition should be presented. In *Re Tothill Stairs Chapel* (22nd November, 1855, unreported) your Honour made a similar order on reading the notice convening the meeting and the resolution which was passed. Order as prayed.

SUTTON v. ANDERSON.—*Will and Settlement—Administration—Exchange of Lands.*—This was a friendly suit to administer the estate and carry out the trusts of the will of Sir J. Nalder. In 1838, by a deed of settlement made on the testator's marriage, an estate at North Kelvey was conveyed to trustees, upon certain trusts, with power (with consent of the beneficiaries for the time being) to sell or exchange. Sir J. N. died in 1865, having by his will charged his residuary real estate with payment of his debts, and, subject thereto, devised the same to be subject to the trusts of

* See also: *Re Ashton's Charity*, 22 Beav. 257; and *Re North Shields Old Meeting House*, 7 W. R. 541—L. B. C.

the settlement. The residuary real estate comprised an estate at C. The will contained no power of exchange.

Plaintiff, an infant tenant in tail under the settlement, appearing by his next friend, asked that the estate at Kelvey might be exchanged for that at C, and, when so exchanged, sold for payment of the testator's debts.

Glaspe, Q.C., and Nalder, for plaintiffs, cited 8 & 9 Vict. c. 118, s. 147; *Minet v. Leman*, 7 D. M. G. 340; *Blake v. Blake*, M.R. 7 Nov. 1854, A. 70; and *Seaton on Decrees*, 267.

Baily, Q.C., and *Williamson*, for defendants, did not oppose, and his Honour made the order as prayed.

Solicitors for the plaintiff, *Coverdale, Lee, Collyer, Bristow, & Withers*; for *Hett, Freer, & Hett, Briggs*, Lincolnshire.

May 29.

FARR v. COLLINS.—This bill was filed by a tenant for life, under a marriage settlement, against the trustees, to restrain them from selling the estate, which they were proceeding to do under a power contained in that instrument. It appeared that the property was greatly dilapidated, and there was no fund applicable to repair it. The plaintiff alleged that he was desirous of residing upon the estate himself, and his Honour directed a reference to Chambers on the subject in January last. The chief clerk had made a certificate against him, and it also turned out that the plaintiff had been unable to raise £80, which was requisite to make the property habitable, and now desired a sale.

Baily, Q.C., for the plaintiff.

Glaspe, Q.C., and *Cracknell*, for the defendants, asked that they might have the conduct of the sale.

KINDERLEY, V.C., directed a sale under the decree of the Court, and that the trustees should have the conduct of it.

Solicitors, *Dobinson & Geare*.

May, 29, 30.

TALBOT v. MARSHFIELD.—This case came on upon exceptions to the defendant's answer, and upon motion for payment of £100 into court. His Honour allowed three out of the four exceptions and disallowed the fourth. The bill was filed to impeach the acts of certain trustees, who, under a discretionary power vested in them, had paid over the corpus of the shares of certain of their *certain que trustent* (not parties to the suit). At that time they set apart £100 as an indemnity fund, and it was now sought to have that fund paid into court.

Glaspe, Q.C., and *Dixon*, for the plaintiffs.

J. H. Palmer, and *J. N. Higgins*, for the defendant.

KINDERLEY, V.C., said that he could not order payment of the £100 into court; it was an indemnity fund and must so remain.

Solicitors, *Bell; Harrison & Lewis*.

VICE-CHANCELLOR STUART.

May 24.

BARLOW v. McMURRAY.—*Practice—Leave to amend—Insertion of new matter.*—In this case leave had been given to the plaintiff to amend his bill by the addition of a new party.

Sir R. Palmer, A.G. (with him *Bacon, Q.C., Bovill, Fry*, and *Swanston*), now moved that the plaintiff's re-amended bill, so far as respected paragraph 14a, might be taken off the file, or that such paragraph might be expunged. The bill was filed by two assignees against their co-assignee, the defendant, in respect of the estate of one Shipley, a bankrupt.

The circumstances of the case were as follows:—

One Hutton and Shipley were joint proprietors of the *Sporting Life* and *Eclipse* newspapers, subject to a mortgage to the defendant McMurray. Shipley became bankrupt in 1861, and McMurray, who was one of the assignees, as alleged, made a collusive sale to Hutton of the share of Shipley in the papers for the sum of £1,500, whilst in fact he had, through the expedient of adding another small and worthless paper to the property (*The Sporting Telegraph*), sold the share of Shipley to one Beeton for the sum of £4,325. When the case came on for hearing on a bill to recover the difference between the two sums actually alleged to have been received and allowed by McMurray, the Court thought that Hutton ought to have been made a party to the suit, and gave leave to amend the bill accordingly.

In the amended bill the following allegation was inserted:—"It is, however, the fact, that on the 24th January, 1861, the defendant, William McMurray agreed to sell the said newspapers *The Sporting Life, The Eclipse, and The Sporting Telegraph*, to the said Samuel Orchard Beeton for £8,000, but shortly after that time the said defendant W. McMurray, required the said S. O. Beeton to give £650 more for the said newspaper in order to cover the value of the lease of the

premises in Fleet-street, where they were published, and of certain plant, type, office-fittings, and furniture, and to repay him £300 or thereabouts which he said he had paid for the *Sporting Telegraph*. That the said McMurray did not at once carry this agreement out, for if he had done so he would not have been able to carry into effect the scheme which he then contemplated, whereby he secured the right of proof against the bankrupt's estate and the power of carrying the choice of assignees." This paragraph it was now sought to strike out on the ground that it made an entirely new case, and was entirely against the rule of the Court: *Goodwin v. Goodwin*, 2 Atk. 370; *Watts v. Hyde*, 2 Phil. 406; *Gibson v. Ingo*, 5 Hare 156.

E. K. Karslake (Malins, Q.C.), with him) argued that it was not sought to make a new case against the defendant, as similar allegations had already been made in the evidence in the case. The allegation was material as regarded Hutton, whom it was no use to make a merely nominal defendant.

STUART, V.C.—This allegation seems to me clearly to contain a new case affecting the original defendant. The rule of the Court is clear that this cannot be allowed. Paragraph 14a must be expunged, and the plaintiff must pay the costs of this motion.

Solicitors for the plaintiff, *Rogerson & Ford*.

Solicitors for the defendant, *Benham & Tindell*.

GRIEVE v. BROOKS.—This was an administration suit. The testator having real estate only, and no debts, and having died as far back as the year 1845, Herbert Smith, for the plaintiff, asked that the direction to take an account of the personal estate might be dispensed with.

Eddis, for defendants, made no objection.

STUART, V.C.—Under the circumstances stated, that very allowably be done; but as you ask for a sale of the real estate, you had better take an enquiry as to the personal estate, or when you sell, you will have difficulty in making a title.

May 25.

IN RE STONE'S TRUSTS.—Will—Construction—Claiming a Legacy within Stipulated Period.—This was a petition under the Trustee Relief Act (10 & 11 Vict. c. 96), praying the payment out of Court of a sum of money under the following circumstances:—

George Stone, by his will dated 28th October, 1862, after various specific bequests, devised and bequeathed all his real and copyhold, and the residue of his personal estate to trustees, on trust to sell, and after payment of debts and prior legacies, "to pay to such of his first cousins on his late father's side only, as should at his (the said testator's) decease be residing out of the United Kingdom, and who should claim their respective legacies within twelve calendar months after his (the said testator's) decease, £500 each." The testator died on the 28th September, 1863, and Charles Carr, the present petitioner, became entitled, as one of the cousins named, to one of the legacies of £500. He was then residing in California, and did not make his claim within the twelve calendar months. His brother, however, on the 30th May, 1864, wrote to the solicitor of the trustees claiming his own share, and added, "I have a brother Charles, but do not know his present address; I have written to him to find him out; as soon as found, therefore, he will write and put in his claim."

HENRY CARR.

"P.S.—I wish you to appear as attorney for myself and brother Charles, and present our claims to an interest in my deceased cousin George Stone's estate, and send a commission to B. C. Whiting, United States attorney, or John O. Wheeler, United States clerk, to take depositions as to identity, &c."

The solicitors to the trustees acknowledged this letter, and wrote to say that they had informed the trustees and executors of Stone's will of its contents.

F. O. Haynes, for the petitioner, argued that the petitioner was clearly entitled to his legacy, his brother having claimed in his name.

Levin, for the trustees, left the matter for the decision of the Court.

STUART, V.C.—I think the case is clear. The petitioner is entitled to the £500 in court; but he must, I think, pay the costs of this petition.

Solicitor, *R. J. Child*.

May 28.

ATKINSON v. HETHERINGTON AND OTHERS.—This was an administration suit, founded upon allegations of an improper

use of the testator's assets by his executor and others, in carrying on his business after his death, and seeking an inquiry.

Greene, Q.C., and Dauneay, for the plaintiff.

Bacon, Q.C., and Terrell, for the defendants.

STUART, V.C. made an order for an inquiry as to what, if any, of the testator's property had been used in carrying on the business.

TILLEY v. THOMAS.—*Vendor and Purchaser.*—This was a suit for the specific performance of a contract for sale of certain leaseholds. The contract was an open one, and the defendant refused to complete, on the grounds of there being an existing mortgage on the property. The defendant endeavoured also to make a case of a compromise having been agreed upon.

Malins, Q.C., and Druce, for the plaintiff.

Bacon, Q.C., and Joseph Warner, for the defendant, cited *Boehm v. Wood*, 1 Jac. & W. 419; and *Forrer v. Nash*, 14. W. R. 8.

STUART, V.C., without calling for a reply, said that the defendant's case was one which would not bear examination, and that the plaintiff was clearly entitled to a decree for specific performance, the conveyance to be settled in chambers, the costs of the suit to be paid by the defendant.

Solicitors, D. E. Cameron; N. Overbury.

IN RE NEWBURY (INFANTS).—*Bacon, Q.C. (C. Hall with him)*, again mentioned this matter to the Court, and asked for an order in the terms of the notice of motion made on the 22nd inst. (*vide Notes of the Week*, May 22). The case had been allowed to stand over for a few days in the hope that the further interference of the Court would not be necessary.

Malins, Q.C. (Graham Hastings with him), explained that he had received no further instructions.

STUART, V.C.—Let there be an order that the children are given into the care and custody of their second guardian the Rev. J. Cadell, by one o'clock on Wednesday, the 30th inst. If the order is not complied with, Mrs. Newbery to stand committed for contempt.*

VICE-CHANCELLOR WOOD.

May 25.

RE BLOMFIELD.

This was a petition asking for the opinion of the Court as to whether the trustees of a settlement could, under the authority of the Court, purchase a small estate adjoining an estate already purchased by them under a power in the settlement.

Everitt stated the case.—The settlement authorised the investment of the trust moneys on mortgage of realty in England and Wales, and contained a proviso for the complete purchase of an estate in Ireland, at a price not exceeding £5,000. The trustees had expended £5,000 in the purchase of an estate in Ireland; and now, hearing that a piece of land, of about twenty-eight acres, adjoining the purchased estate, and, in fact, surrounded by the same wall, was to be cut up for building purposes, they wished to prevent its being so used, and in order thereto, were anxious to buy it for the sum of £1,500, which was the sum asked for it. They proposed two methods of acquiring the property; first, either to buy it outright; or, secondly, to allow the tenant for life of the settled estates to purchase it and to mortgage it for the whole of the purchase-money to the trustees, who, under the combined effect of the power of investment contained in the settlement, and the statute 4 & 5 Will. 4, c. 29, could invest on real securities in Ireland. The tenant for life was willing to covenant not to pay off, &c.

WOOD, V.C., said that he could not authorise the purchase under the settlement; nor could he authorise a mortgage for the whole amount of the purchase-money. Perhaps the thing could be arranged in some other way. The tenant for life had, perhaps, other property which he could include in the mortgage, so that the £1,500 should be not more than two-thirds of the value of the whole

land mortgaged. Let the petition stand over, that the parties may have time to consider about this suggestion.

Solicitors, Clark, Son, & Rawlins.

STANFORD v. DUMERGUE.

This was an adjourned summons. The plaintiff, a lady, whose time for filing evidence expired in January, applied for leave to file affidavits now. Her case was that every solicitor whom she had employed, (and since the commencement of the suit she had employed five in succession) had neglected to prepare and file proper affidavits. Her present solicitor, who had been employed by her since May 5th, had proved more faithful to her interests than his predecessors, and the affidavits were now ready.

Graham Hastings, for the plaintiff, asked that, if the Court should refuse to allow the affidavits to be filed, the bill might be dismissed without prejudice to filing a new one. The cause was down for hearing; and if the plaintiff caused the bill to be dismissed on her own application (as she would be obliged to do if her evidence was too late), the dismissal would be equivalent to a dismissal on the merits, and might be pleaded in bar to another suit: C. O. XXXIII. r. 13.

F. H. Colt for the defendant.

WOOD, V.C., said that he could grant neither of the applications of the plaintiff. As to the first application, it was unnecessary to say anything; and as to the second, if he made an order to dismiss without prejudice to a new bill, it must be at the hearing and not on the present application.

Solicitors, J. B. Churchill; R. Comyn.

IN RE ENGLISH JOINT-STOCK BANK COMPANY (LIMITED).—This was a petition for the winding-up of the above company. The bank stopped payment on May 11.

Kay (Rolt, Q.C., with him), supported the petition, which was presented by the directors. The petition was necessary, because the Crown had put in extents in all the branches of the bank, and they wished to prevent the Crown from obtaining a priority over everybody else.

Swanton opposed.

WOOD, V.C., granted the order.

May 8, 22, 23.

MAJOR v. PARK LANE COMPANY (LIMITED).—This case has been noticed before, 10 Sol. Jour. 392.

This suit was instituted to restrain the defendants from interfering with the party-wall between their premises and those of the plaintiff, and to obtain damages for the injury done to plaintiff's house by the defendant's operations. The defendants had bought a coach-house adjoining the plaintiff's house, and were proceeding to pull it down, when it appeared that one large beam of the coach-house projected some six inches into the party-wall. Since the bill was filed this beam had been removed, but it did not appear that any irreparable injury was caused thereby although a few bricks were loosened and fell down. The cause came on for hearing on the 19th of February last, when, in consequence of the contradictory nature of the professional evidence, his Honour made an order by consent, referring certain questions to an independent architect, the cause standing over for his report.

W. M. James, Q.C., and E. Charles, for the plaintiff contended that they ought to have been served with notice under the Metropolitan Buildings Act (18 & 19 Vict. c. 122, s. 85). This was a "cutting into a party structure," and a "pulling down and rebuilding" under section 83 of the Act. The pulling down is only part of the plan of rebuilding.

Daniel, Q.C., and Druce, for defendants.—We have only exercised our common law right of taking our own property. This is a case of simple removal, and does not refer to new buildings. It is not a case of executing works so as to interfere with a party-structure nor of cutting into a party-wall.

E. Charles in reply.

WOOD, V.C., after referring to the circumstances preceding the filing of the bill, said that the parties must stand on their strictest rights. The beam was built into the wall, and therefore could not be removed without injuring the party-wall. This came to a case of simple removal. Before the bill was filed there was clearly nothing that required notice. He could not think it had been proved that removal being incidental to rebuilding required notice. He could not deal with the matter under the 83rd section. The bill must be dismissed with costs, but he would enter the defendant's undertaking to do the work mentioned in the architect's affidavit.

Solicitors, Matthews & Greetham; Underwood & Colman.

* On Friday, June 1, the Vice-Chancellor made an order committing this lady to Whitecross-street Prison.—*Ed. S. J.*

May 23.

WOODS v. SOWERBY.—This case has been already reported on adjourned summons, 10 Sol. Jour. 535.

E. K. Karslake and **W. W. Karslake** moved to restrain proceedings in an action, which had been brought against the executors of the testator in the cause in their character of debtors to the estate. The executors now offered to pay part of the money at once, and the rest by instalments at short dates.

Berry for the receiver.

After a short discussion an order was made by consent that the executors should pay one portion on the following Monday, another portion on the Monday three weeks, and the rest on the 30th of June; if default were made in any of the payments, the old order (viz., that the receiver should take such proceedings as he might be advised), was to revive.

May 22, 25.

MENDHAM v. WILLIAMS.—On the further consideration of this cause a point was raised as to whether a certain gift over, contained in the will of John Fairweather, the testator in the cause, did or did not take effect. The testator, by his will, gave certain freehold estates to his wife for life, and after her death he empowered his trustees to sell them and divide the proceeds equally between his seven children, naming them, the share of his sons to be "vested interests" in them when and as they should attain the age of twenty-one years; and the shares of his daughters to be "vested interests" in them, when and as they respectively attained that age or were married. Then followed a direction that in case any one or more of his said children should die leaving issue lawfully begotten "before the share of such child or children so dying as aforesaid should become due and payable," the share or respective shares of such child or children should be equally divided amongst all the issue of such child or children, as and when such issue should attain the age of twenty-one years. One of the daughters attained twenty-one, was married, and died in the lifetime of the tenant for life, leaving a child. The question was whether the words "due and payable" referred to the period of vesting or the period of distribution.

Lindley for the plaintiff, an incumbrancer on the share of the deceased daughter, argued that this case was governed by the long series of cases in which the word "payable" has been held to refer to the period of vesting. He referred especially to *Walker v. Main*, 1 Jac. & W. 1.

Brooksbank, for the child of the deceased daughter mentioned above, contended that the testator quite understood the significance of the expression "vested interests," and that by the words "due and payable," he meant something in addition to "vested interests." The words "due and payable" must be taken literally: *Whitman v. Aitkin*, 10 Sol. Jour. 514.

Wilcock, Q.C., Pendergast, and Druce, for other parties.

May 25.—*Wood, V.C.*, in giving judgment on this point, said that he could not hold that the share of this daughter became divested.

Solicitors, *Storey and Kilbey*.

May 23, 24, 28.

EARL OF STAMFORD AND WARRINGTON v. DAWSON.—Suit to obtain a declaration that the defendant was trustee for the plaintiff of the benefit of an agreement for the lease of certain premises at Newmarket, with consequential relief. The case turned upon the evidence given by letters, accounts, and other documents, &c., and of circumstances concerned with the relationship that existed between plaintiff and defendant, as employer and trainer.

Wood, V.C., made the declaration required, and granted the relief asked, with the exception of that which concerned certain adjoining premises.

Sir H. Cairns, Q.C., and J. W. Chitty, for the plaintiff.

Rolt, Q.C., and H. C. Phear, for the defendant.

Solicitors, *Aldridge & Bromley; Thomas Gill, Junr.*

May 29.

DRAKE v. BOXILL.

This suit, which was for payment of a foreign bill of exchange, stood over for one of the purchasers of it for value to be added to the record.

With the cause a summons also came on for leave to file an affidavit which had not been filed in time. This, it was stated, had happened accidentally, the solicitor for the plaintiff having broken his leg and been unable to attend to business, in consequence of which another person had taken charge of the matter.

Druce, for the plaintiff, in support of the summons.

Wilcock, Q.C., for a defendant, resisted it.

Wood, V.C., said it was too delicate a matter to say how far a person swearing to the merits of his case may keep back his own affidavit till defendant's affidavits are filed. The summons must be refused with costs.

Solicitors, *Thomas & Hollams; J. B. Sorrell*.

HOWATH v. MILLS.

Further consideration. The testatrix in the cause gave the residue of her property to "each and every my child, legitimate or otherwise." She had married her deceased sister's husband, and, at the date of the will, had two children by her supposed husband, one of whom predeceased her. There were afterwards three other children of the supposed marriage, all of whom survived her and were the defendants in the suit.

W. W. Cooper, for the plaintiff, who was the survivor of the two children that were *in esse* at the date of the will, argued that a person cannot provide for her after-born illegitimate children. He cited *Medworth v. Pope*, 27 Beav. 71.

E. K. Karslake, for the defendants, contended that the after-born children took. He cited *Barnett v. Tugwell*, 31 Beav. 232, 10 W. R. 679.

Wood, V.C., said the only difference in the case before the Master of the Rolls was that the provision there was for the future illegitimate children of another person. If it were *contra bonos mores* to provide for the future illegitimate children of another, *a fortiori* it is so for a person to provide for her own. He could not hold this distinct from ordinary fornication.

Solicitors, *J. B. Sorrell*.

TIPPING v. THE ST. HELEN SMELTING COMPANY (LIMITED).—Suit to prevent the nuisance caused by the defendant's works to the adjoining land of the plaintiff. The nuisance had been fully established at law, and an injunction had been obtained in this Court.

The defendants submitted to an injunction in the terms of the prayer with but a slight variation. A discussion arose as to the extent of the inquiry as to damages, but it was eventually limited to what had been sustained since the declaration in the action at law.

Eddis for the plaintiff.

H. M. Jackson for the defendants.

May 29, 30.

BAZALGETTE v. GREGORY.—Motion for decree. The bill was filed by Mrs. Bazalgette against the trustees of her marriage settlement, her husband, and the solicitor who prepared the settlement; and it prayed that the settlement might be rectified. The case made by the bill was that the plaintiff had directed her solicitor so to settle her property to be comprised in the settlement as that she could revoke the settlement at her pleasure. The solicitor, however, prepared the settlement in the usual way, and without containing any such power of revocation.

Rolt, Q.C., and Kay, for the plaintiff.

Daniel, Q.C., Wilcock, Q.C., Waller, and Hardy, for the defendants.

Wood, V.C., dismissed the bill with costs.

COURT OF QUEEN'S BENCH.

May 23.

GORE v. WALPOLE.

Rule refused.

SPRINGETT v. BALLS.—*Patchett* showed cause. *Robinson, Sergeant, and Dowdeswell* in support of the rule.

Rule absolute.

May 24.

EX PARTE J. G. CHURCHWARD.—*Giffard, Q.C.*, moved for a *mandamus* to certain justices of the county of Kent to state a case under 21 & 22 Vict. c. 43.

Rule nisi.

RE AN ATTORNEY.—*Garth* moved on behalf of the Law Society to strike an attorney off the Rolls for misconduct.

Rule nisi.

SMITH AND OTHERS v. BLAKEY.—Tried before *MELLOR, J.*, at the Sittings in Middlesex, after Easter Term.

Pope moved to enter a nonsuit, pursuant to leave reserved, or for a new trial.

Rule nisi.

CLARK v. BURCHELL AND OTHERS, MAGISTRATES OF MIDDLESEX.—*Chambers, Q.C. (Macrae Moir with him)*, moved for a *mandamus* to the defendants to state a case under 20 & 21 Vict. c. 43.

Rule nisi.

THORNTON v. POLLARD AND OTHERS.—*Maule* moved for a *mandamus* to the defendants to state a case under 20 & 21 Vict. c. 43.

Rule nisi.

KENNARD v. THE GREAT WESTERN RAILWAY COMPANY. Part heard, was continued.—*Henry James* being heard in support of the rule.

Rule discharged.

CORBETT v. WARNER.—*H. F. Cole* showed cause against a rule obtained by the plaintiff in person.

Rule absolute.

SANDEMAN v. SCURR.—Tried at London before the LORD CHIEF JUSTICE.—*Brett, Q.C.*, and *Garth* showed cause against a rule for a new trial obtained in Michaelmas Term, 1865, by *E. James, Q.C.*, who, with *Dowdell*, appeared in support of the rule.

May 25.

BASS AND ANOTHER v. CLEMENTS.—*Butt* moved to set aside order of MELLOR J. Sent back to have affidavit amended.

WATTS v. LEWIS.—Motion for new trial, verdict against evidence.

Montague Chambers, Q.C., *Hance*, and *A. Wills* showed cause.

Coleridge, Q.C., and *B. T. Williams* in support of rule.

May 26.

R. v. FARRER AND ANOTHER.—This was a demurrer to a return to a writ of *mandamus* directed to the defendants, two Justices of Wareham, Dorset.

Coleridge, Q.C. (*Henry James* with him), in support of the demurrer.

Mauls for the defendants. Judgment for the defendants.

GREAT EASTERN RAILWAY COMPANY v. HAUGHLEY.—

Coleridge, Q.C., *Keane, Q.C.*, and *Bushby*, for the appellants.

Field, Q.C., *Guise*, and *H. Lloyd* for the respondents.

Part heard.

May 28.

BRYANT v. JOHNSON.—*Hannen* showed cause.

Atkinson, Serjt., in support of the rule.

EDMUNDS v. CLARKE.—*Lopes* showed cause.

H. James in support of rule. Rule absolute.

REG v. GILBERT.—*Murphy* (*Philbrick* with him), showed cause. *Hayes, Serjt.*, (*A. Wills* with him), in support of rule.

May 30.

GREAT EASTERN RAILWAY COMPANY v. HAUGHLEY.—This part heard case was concluded.

CHAPMAN v. CHAMBERS.—*Keane, Q.C.*, for the respondent. *Hayes, Serjt.*, for the appellant.

Judgment for the respondent.

SEARLE v. REYNOLDS.—*D. Brown* for the respondent. *Poland* for the appellant. Judgment for the respondent.

COURT OF COMMON PLEAS.

May 24.

KITCHEN v. HAWKINS.—This case was tried on the 12th May, and a verdict was found for the defendant.

J. Brown, Q.C., now moved, pursuant to leave reserved, and obtained a rule *nisi* to enter the verdict for the plaintiff.

RICHARDSON v. STEPHENSON.—This case had been referred, and a certain sum awarded to the defendant, which had been tendered to him by the plaintiff. Costs were subsequently incurred in making the award a rule of Court and the defendant issued a writ of *fi. fa.* and seized the goods of the plaintiff to a sufficient amount to satisfy the sum awarded, as well as the subsequent costs.

Sir G. E. Honeyman now moved for a rule to show cause why the writ of *fi. fa.* should not be set aside, and all the money which had been obtained under it, beyond the amount awarded, refunded.

The Court granted a rule in the event of the plaintiff failing to pay the money so claimed, together with the costs of this application.

TRUSTRUM v. WEBBER.—*Cowie* obtained a rule *nisi* to revive a rule in this case.

MARKWELL v. KNIGHT.—This was an action for not delivering bricks according to contract. A verdict had been found for the plaintiff.

Keane, Q.C., and *Philbrick*, now showed cause against a rule to reduce the damages.

Bensley appeared in support of the rule.

The Court, after consultation with *KEATING, J.*, who tried the case.

Discharged the rule.

May 25.

COOPER v. THE BRISTOL PORT RAILWAY AND PIER COMPANY.—This was an action under the 68th section of the Lands Clauses Consolidation Act. The declaration stated the claim of the plaintiff for land taken by the defendants, and that the defendants did not pay it, nor issue their warrant to the Sheriff to summon a jury within twenty-one days. Through a mistake, the warrant to the Sheriff was issued so as to make the time for summoning the jury thirty-one days, instead of twenty-one. The claim was £1,450 for a few perches of land, some miles from Bristol, valued at £150.

Coleridge, Q.C., moved to add to the ordinary pleas, one "that the plaintiff's claim was not a true *bona fide* claim within the meaning of the statute, but was made by the plaintiff in fraud of the defendants and without any reasonable cause."

KEATING, J., had refused at chambers to allow this plea to be added. Rule refused.

CONOLLY v. BRENNER.—*Sir G. Honeyman* obtained a rule to vary an order of *BYLES, J.*, the question turning on the meaning of "a day's time to plead." Rule *nisi*.

GREENBERG v. WARD.—*Quain* showed cause against a rule for a new trial, obtained on the ground of the verdict being against the weight of evidence and of surprise.

Field, Q.C., in support of the rule. Rule to be discharged unless mentioned again.

May 26.

SEARTH v. RUTLAND.—This was an action for work done by the plaintiff, as an attorney for the defendant, in certain bankruptcy proceedings. The plaintiff's bill of costs was not put in evidence at the trial, but he sought to recover the sum of £10 10s, evidence being given of a contract under which he had agreed to conduct the proceedings for that amount. The defendant had paid £7, and the jury now found a verdict for £3 10s.

The case was tried before the Under-Sheriff of Middlesex.

Eyre Lloyd now moved for a new trial on the ground of misdirection, and the improper admission of evidence. He contended that the evidence with regard to the special contract was inadmissible. *Earle v. Hopwood*, 9 C. B. N. S. 666, was cited.

Rule refused.

ACEBAL v. BESLEY.—*Sir G. E. Honeyman* asking, the Court discharged the rule in this case, as the parties had agreed to terms.

May 28.

COOPER v. THE BRISTOL RAILWAY COMPANY.—*Coleridge, Q.C.*, obtained leave to add a plea in this case.

IN RE JOHN PHILLIPS.—*G. Francis* applied to the Court to compel the delivery of a bill of costs.

May 29.

GORSUCH v. EMMANUEL.—This was a demurrer to two pleas. *Prentice* in support of the demurrer.

Bullar (*Coleridge, Q.C.*, with him), in support of the pleas. The averments in the declaration and the pleas to be struck out by agreement, and the declaration not to be objected to, either by demurrer or in arrest of judgment.

Attorneys for the plaintiff, *Boven May*. Attorneys for the defendant, *Walker & Twyford*.

M'CULLOCK v. LONGEE.—Special case.

Temple, Q.C., (*Baylis* with him), for the plaintiff. *Mellish, Q.C.* (*Heath* with him), for defendant. Part heard.

COURT OF EXCHEQUER.

May 22.

CAVELL v. PRINCE.—*Keane, Q.C.*, moved for a rule to show cause why the fourth plea in this action should not be struck out.

The second and third pleas had been demurred to, and the demurrers allowed. The fourth plea, which was an equitable plea of fraud, had also been demurred to, but the demurrer had been ordered to stand over till the issues in fact were tried, the defendant to furnish particulars of the alleged fraud. These particulars, when furnished, corresponded in substance with the pleas struck out on demurrer.

The Court, thinking it improbable that the plea objected to could be proved at the trial, Refused the rule.

KIRKMAN v. MARE.—This was an action for not accepting some linseed oil. Plea, denial of the contract. Verdict for the plaintiff for £68.

Sir George Honeyman obtained a rule last term for a new trial, or to enter the verdict for the defendant.

H. James showed cause.

Sir George Honeyman in support of the rule. *Cur. adv. vult.*

SHEERS v. MILLAR.—*Hazell* moved for a rule for a new trial in this case, on the ground of surprise and the informality of the notice of trial given. Rule refused.

May 24.

WARD v. MOSS.—This was an action for not appointing an umpire.

Field, Q.C., and *A. Wills* showed cause against a rule obtained last term to enter a verdict for the defendants or a nonsuit.

Hayes, Serjt., and *Beasley* supported the rule. *Cur. adv. vult.*

May 25.

IN RE LORD COWLEY'S SUCCESSION.—This was an appeal against an assessment of the Commissioners of Inland Revenue of duty payable on Lord Cowley's succession to the estates of the late Lord Mornington.

Bovill, Q.C., and *Hannen*, argued for the appellant; *The Attorney-General* for the Commissioners.

Judgment for the Crown.

HALL v. TOWERS.—This case was tried before MARTIN, B., at Guildhall, and a verdict found for the defendant.

Keane, Q.C., moved for a new trial on the ground of misdirection. Rule refused.

SHARP v. EDE.—This case was tried before MARTIN, B., at Guildhall, and a verdict found for the plaintiff.

Philbrick moved for a new trial on the ground of misdirection. Rule refused.

HINCHELWOOD v. SANDERSON.—In this case a verdict was taken for the plaintiff as an undefended case.

Kemp moved for a new trial on the ground of surprise.

Rule refused.

OWEN v. HEATHCOTE.—*Novel* moved to set aside a judgment of *non pros*.

Rule refused.

May 24, 26.

IN RE EDWARD MANN, an Attorney.—*Butler Rigby* last term had, no cause being shown, made absolute a rule directing an attachment to issue against the above attorney in default of his paying over a sum of money.

Holker moved to re-open the rule.

Rule refused.

May 26.

WILSON v. THE NEWPORT DOCK COMPANY.—The Court, in this case, after taking time to consider and to consult BYLES, J., who tried the cause,

Discharged the rule.

WALKER, Administrator, v. THE MIDLAND RAILWAY COMPANY.—This was an action against the defendants for negligence, which was tried before KEATING, J., at Leeds. Verdict for the plaintiff, with damages, £150.

Overend, Q.C., and *Kemplay*, showed cause against a rule that had been obtained to enter a nonsuit.

A. Wills (Field, Q.C., with him), supported the rule.

Cur. adv. vult.

May 28.

HAYNES v. NAYLOR.—This was an action for breach of a covenant in a conveyance to pay off a mortgage-debt. Plea denying a demand by the mortgagee. Demurrer.

Henniker supported the demurrer; *Mellish, Q.C.*, was on the other side.

Judgment for the plaintiff.

HATTERSLEY v. BURE.—This was an appeal from a conviction by justices under a bye-law of the Local Board of Keithly.

Kemplay supported the conviction,

Judgment for the appellant.

May 30.

PEARSON v. PEARSON.—This was a demurrer to a replication to a plea of a composition deed.

Dowdeswell supported the demurrer; *E. L. O'Malley*, appeared on the other side. Judgment for the plaintiff.

RYLAND v. MILWARD.—This was a demurrer to a plea of illegality, the alleged illegality being the supply of articles contraband of war to a belligerent.

Garth supported the demurrer; *Hodgson, contra.*

Judgment for the plaintiff.

MASCALL v. SCOTT.—This was a special case to determine the liability of a sheriff for discharging a prisoner from custody.

J. Brown, Q.C., argued for the plaintiff; *Mellish, Q.C.*, appeared on the other side. Judgment for the defendant.

COURT OF BANKRUPTCY.

May 29.

(Before Mr. Registrar PEPPYS.)

IN RE A. W. RIXON.—The bankrupt, Mr. Augustus William Rixon, was a solicitor, of 3, Westminster-chambers, Victoria-street, Westminster, late also of Staines, Middlesex, and of 38, Cannon-street. The adjudication was obtained upon the petition of Mr. R. P. Harding, the official liquidator of the Joint-Stock Discount Company (Limited), and several proofs of debt were presented at the sitting for that purpose, held this day. The bankrupt had become liable upon a number of bills drawn upon Mr. Alex. H. Sibley, and these were now held by several of the city establishments. Debts to the amount of £14,000 were proved, and Mr. E. L. Biden, of 3, Bank-buildings, Lothbury, was appointed creditors' assignee, the solicitors to the estate being Messrs. Lawrance & Co.

There is no foundation whatever for the paragraph in the *Owl* to the effect that the late Dowager Lady Tyrro has bequeathed to the Princess Mary of Cambridge the whole of her fortune and the house in Eaton-square.

REVIEWS.

The Practice of the High Court of Chancery, as altered by recent statutes, and by the Consolidated and other General Orders of the Court; comprising proceedings by bill, special case, summons, and under the Charitable Trusts' Act, and the Infants' Marriage Acts. By HUBERT AYCKBOURN, a Solicitor of the Court. Eighth edition. By J. NAPIER HIGGINS, B.A., of Lincoln's-inn, Barrister-at-Law. London: Wildy & Sons. Dublin: Hodges & Smith, 1866.

Equity procedure is at present in a somewhat unsettled state in consequence of the numerous piece-meal statutes of which it has been the subject within the last few years. It is not, however, in any transition state, except so far as the gradual overtures which law and equity are still making towards each other indicate a leading feature of recent innovations in legal procedure generally. The main object of the statutes passed since 1852 appears to have been to engraft common sense rules on a system essentially technical. The wild grafts have, consequently, not flourished in the cultivated olive, and the upshot has been a general disarrangement of many of the leading principles of equity practice.

In this state of affairs a record of decided cases becomes of paramount importance, and an elaborate corollation of rules of practice of little moment, provided they are stated in some plain manner. In short, equity pleading and procedure have lost their once quasi-scientific air, and, at present, admit but little philosophy of exposition.

The present edition of Ayckbourn is evidently the work of an experienced pleader, who did not set about casting in a philosophic mould the stubborn components of Chancery Acts and Orders, but endeavoured to prepare a palatable dish out of plain, but wholesome materials. The editor has given about 1,000 cases, not contained in the preceding edition, from which he has also pruned away much that contained little.

The practitioner will find this treatise invaluable in procedure under Mr. Rolfe's Act (25 & 26 Vict. c. 42), or under the general order of the 27th May, 1865. As Mr. Higgins is the author of a work on costs, it was to be expected that the present edition of Ayckbourn would contain every information that could be desired on that subject. Accordingly, all such points, as also the general order of the 2nd August, 1864, are carefully reviewed; so that this edition is a highway for the simple on all these matters.

Many cases, indeed, are cited, not only for the purpose of elucidating points of practice, but also as references to doctrines of the Court which, in some cases, though certainly not in all, underlie and control the course of practice. The essential characteristic, however, of this edition is its untheoretical character, and its compression of details of practice, though no point is left unfortified by a citation of cases, yet, at the same time, the old decisions are omitted, the editor very properly considering it sufficient to note the more recent cases only, a reference to which will give the older adjudications *usque ad nauseam*.

The opening chapter contains a sketch of the commencement of a suit, whether by bill or information, as also of the Equity Jurisdiction conferred upon the County Courts by the Act 23 & 29 Vict. c. 99, s. 2. This is followed by a slight abstract of the law of "Parties," chiefly with reference to the 15 & 16 Vict. c. 86. The editor then proceeds to treat of the bill, with the interrogatories, and plaintiffs' proceedings in default of answer, all of which points he exhausts with great minuteness of detail. The defence, proceedings after answer, evidences, and the hearing and decree, are next gone through in the appropriate chronological order, and with equal completeness.

Part 2, section 2, which relates to bills for specific performance, is one of the best portions of the work. The effect of the Act 21 & 22 Vict. c. 27, as settled by *Horne v. Hunt*, 10 W. R. 813, and *Franklin v. Ball*, 12 W. R. 845, is very well pointed out, and this section, with the rest of the treatise, abounds with concise and valuable expositions of the course of proceeding. Much useful and accurate information is also interspersed throughout the whole of part 2, which treats of particular bills—that is, of those descriptions of bills which have a special practice attached to themselves, as distinguished from bills for general equitable relief—such as bills of partition, foreclosure, redemption, or to perpetuate testimony, &c.

The chapters on "Proceedings in the Accountant-General's Office," and in "The Judge's Chambers," are complete guides in these departments of procedure, as defined by 15 & 16 Vict. c. 80, and the cases that have given accuracy to the scope of that Act, such as *Williamson v. Jeffries*, 9 Hare, App. 56; *Kelson v. Kelson*, id. 86.

The editor does not omit the usual interesting points respecting costs in such proceedings. Part 3 relates to proceedings in particular matters, such as by special case, or by administration summons, or under the Settled Estates Acts. By a multitude of most important decisions, under this last heading, the 14th section of the 19 & 20 Vict. c. 120, is elucidated. The work concludes with a chapter on "Solicitors," whose rights and duties in respect of the subject-matter of the treatise are expounded in a manner which leaves little to be desired.

The character and plan of the original work is closely adhered to throughout, and this constitutes a peculiar excellence of this edition. Mr. Ayckbourn, having been a solicitor, dwells chiefly on the details of practice without seeking to group or arrange them in any philosophic order. What the work wanted in respect of symmetry was thus more than compensated for by the completeness of the repository supplied to the practitioner. Daniel's "Chancery Practice," and "Hunter's Outline" are of an order of authorship quite different from that of Ayckbourn. The author of such a work bears the same relation to a writer on principles that a statistician does to a philosopher; and, though Archbishop Whiteley observed that, "no judicious architect, when about to take a sketch of a noble building, would think of counting the bricks," yet, Messrs. Kelk, Fowke, and Lucas are useful men in their line, and, if detected in surveying St. Paul's, would doubtless be found abstracted in some such arithmetical process. The functions of a writer on practice, then, are order, accuracy, and completeness of detail, and not majestic *per saltum* strides from a motion for a decree to a traversing note, and back again to interrogatories for the examination of a defendant. Mr. Higgins has supplied a guide for the many intricacies of recent acts and orders, which is thoroughly simple and practical, and at the same time exhaustive.

A Treatise on the Law of Stoppage in Transitu, and incidentally of Retention and Delivery. By JOHN HoustON, of the Middle Temple, Barrister-at-Law. London: William Maxwell, 32, Bell-yard, Lincoln's Inn. Dublin: Hodges, Smith & Co. Edinburgh: Bell & Bradfute. Glasgow: J. Smith & Son. 1866.

We have not the remotest doubt that, when Mr. Houston, in the preface to his book, disclaimed originality, he spoke without the least affectation. He will therefore not be surprised to hear us express the opinion, that he has very properly laid aside all claim to be considered original in the work before us. Indeed the remark is somewhat hackneyed, that it is impossible for a writer on law to be original. This is necessarily so in a subject where the writer is bound merely to record, step by step, the progress of enactments and decisions. The only possible way in which a person can exhibit that intellectual vigour which, if turned in another direction, may possibly exhibit marks of originality, is in the arrangement, classification, and general disposition of the topics of narration and discussion. We feel that we are giving Mr. Houston no small praise as a writer on law, when we say that he has come fully up to our idea of a clear narrator and methodical commentator; and that it is impossible to read his book and not discover that clear sequence from topic to topic, and paragraph to paragraph, which is invariably the result of a well digested analysis of his subject. He lays down proposition after proposition with a natural succession, connecting them by the similarity of principle or resemblance in the facts, but pointing out, as he goes along, wherever a principle is varied or not applied according to the changing aspect of each case. In almost every paragraph or fresh principle or proposition, he adopts the safe and useful course of giving the case which is the authority, and extracting the very pith and marrow of the judgment—the reasons why a principle previously laid down, and fully recognised, governed, or did not govern, the case under discussion. Fortunately for Mr. Houston he had not to encounter the same contradiction of decision and conflicting dicta as the writer on many other branches of our law has to contend against. In the law of Stoppage in Transitu there are few

such incompatibilities of opinion. For where a previous authority is not followed, it is not because any discredit was attached to it, but because it was distinguished from the succeeding one by important variation in the facts. Where any such conflicts, real or apparent, arise, Mr. Houston sedulously endeavours either to reconcile the difference, or else to elucidate the real state of the law from other cases. We can point to page 31 in support of what we say. A decision of Lord Ellenborough's was apparently repugnant to two previous decisions. He, before passing to the next topic, adverts to this, and throws out a suggestion which may tend to explain the difference.

One of the most important functions of a law writer is to give good and faithful definitions. Mr. Houston seems very accurate, full, and clear in his definitions. Let us take for instance that which he gives in the very beginning of his book. "Stoppage in Transitu," he says, "is a right which arises to an unpaid vendor to resume the possession with which he had parted of goods sold on credit, before they come into the possession of a vendee who has become insolvent, bankrupt, or embarrassed in circumstances." He then goes on to define "insolvent" as incident to his first definition. He defines it to mean in connexion with Stoppage in Transitu, "a general inability to satisfy obligations, as evidenced by stopping payment." Now these two definitions reveal the broad right which a vendor has; but more than that, give a very correct though general idea of where that right can be exercised.

The scope and object of the work are described in the preface. The book, we are told, is intended for the use of the mercantile community, as well as for that of the legal profession, "seeing that emergencies constantly arise in commerce, in which promptitude is so much an element of success, as to render the services of counsel unavailable." On first reading this passage it occurred to us that the author meant that the book would be useful to a merchant as a good book of reference when an emergency should arise. We own that if this were his meaning, nothing could be more fallacious, not to say puerile, than such an aspiration; for we cannot well imagine any position more participating of burlesque than that of a merchant, in a difficulty of this kind, rushing to his handbook to inform himself of what he ought to do. But we apprehend the writer did not mean this. He meant, it seems to us, that in the same way as the country gentleman may find some advantage in perusing Lord St. Leonard's Handy Book on Real Property, as that noble author hopes in his preface, so the merchant may find it profitable to make himself tolerably familiar with the contents of this book as soon as practicable, instead of waiting till an emergency arises, and then having recourse to it for his direction; though perhaps he may, even under such circumstances, find a less correct or convenient adviser.

On the whole therefore we have no hesitation in saying, that we think Mr. Houston's book will be a very useful accession to the library of either the merchant or the lawyer.

COURTS.

LORD MAYOR'S COURT.

(Before Mr. FORSYTH, Q.C., and a Special Jury).

May 26.—*The Rector and Churchwardens of St. Andrew's, Holborn v. The Corporation of London.*—This case, which occupied the day, raised an important question. The claim, as made on the part of the rector and churchwardens of St. Andrew's, Holborn, was about £9,000 for a part of the churchyard required for the Holborn Valley improvement. Mr. Lloyd, (Mr. C. Pontifex with him) appeared for the plaintiffs.

Mr. Hawkins, Q.C., and the Hon. Mr. Thesiger, represented the City of London.

According to the evidence of the surveyor, the value of the land was from £5,000 to £8,000, but the difficulty in the case was, that it had been consecrated, and human remains would have to be exhumed and removed. The Church, built from a design of Sir Christopher Wren, now elevated, would be in a hole when the viaduct was made, and would be damaged in its appearance, and interfered with by the traffic. It was stated that a faculty could be obtained to remove the dead bodies, but on the part of the City it was alleged that nothing else than an Act of Parliament would enable the parish to make the land available for secular purposes.

No evidence was called on the part of the City, but the sum claimed for the land was declared to be extravagant, and it was urged that the improvements to be made would greatly benefit the public and the parish. On the authority of the case *Hillcoat v. the Archbishop of Canterbury*, it was stated that the jury could find the value of land which had been used for spiritual purposes and afterwards to be secularised. The learned assessor, in placing the case before a jury, expressed an opinion that an Act of Parliament would be necessary to utilise ground which had been consecrated, to worldly purposes. The cited case had certainly cleared away much of the difficulty. The jury awarded £4,227 10s.

MARYLEBONE POLICE COURT.

May 31.—*Extraordinary Application*.—A well-dressed person, whose name did not transpire, said he wished for the magistrate's advice.

Mr. MANSFIELD wished to know what he requested him to do.

Applicant said his brother was confined in St. Saviour's Monastery, and he wanted permission to see him. He was under age, and he (applicant) had come all the way from Bristol with his father's permission to see him. His brother was very ill. He had been to the monastery, and the person he saw there denied all knowledge of him. From some correspondence that afterwards took place they admitted that he was an inmate of the monastery, but they refused to allow him (applicant) to see him, and shut the gates in his face.

Mr. MANSFIELD asked if the applicant knew whether the brother had any money in his own right.

Applicant said he had money sent to him from his father, but whether he got it or not they did not know. He wrote to them complaining very much of his treatment, and also of shortness of food.

Mr. MANSFIELD asked applicant if his brother wished to return home.

Applicant.—He does, and his father is willing to receive him.

Mr. MANSFIELD said the best course for him to pursue would be to apply to a judge.

Applicant thanked his Worship and retired.

GENERAL CORRESPONDENCE.

ESCROW.

Sir,—In answer to an "Inquirer," the article as to the effect of delivery of a deed as an escrow is to be found in page 109 of the current volume of the Journal. STUDENT.

RAILWAY NUISANCES—SMOKE.

Sir,—If your correspondent "Inquisitor" will refer to the 8 Vict. c. 20, commonly called "The Railways Clauses Consolidation Act, 1845," he will find that, by the 114th section, it is enacted that "Every locomotive steam engine to be used on the railway shall, if it use coal or other similar fuel emitting smoke, be constructed on the principle of consuming, and so as to consume its own smoke; and if any such engine be not so constructed, the company or party using such engine shall forfeit £5 for every day during which such engine shall be used on the railway." ANTI-SMOKE.

ARE AUCTIONEERS BOUND TO GIVE STAMPED RECEIPTS?

Sir,—Your correspondents "A. and E." of last week scarcely furnish sufficient data to form a satisfactory opinion upon the above question raised by them. Under what circumstances and upon what document do they write "Deliver!"

If this query be answered I will offer an opinion upon their question. H. F. H.

Sir,—With regard to A. & B.'s query whether an auctioneer is bound to give a stamped receipt, if inquiry is made at the Stamp Office, he will find that in all cases where a deposit is paid at the auction, and the remainder is to be paid at a subsequent time, the law requires that the auctioneer should give a stamped receipt, but if all the purchase-money is paid at the auction, no stamped receipt is necessary, the principle being that where goods are bought and paid for at the time no stamped receipt is required by the Act. X. Y. Z.

SHORTHAND WRITERS.

Sir,—I have noticed latterly in the *Solicitors' Journal* some reports of proceedings which have taken place at meetings of members of the Shorthand Writers' Institute, and as I have a shorthand clerk, I have made some inquiries respecting it. I am told it is established to promote the more efficient practice of the art of shorthand, and to assure the competency of those who practice in the courts. But I am also informed that there are some persons whom we suppose to be shorthand writers, but who, in truth, are not so; and that, although their names appear in the *Law List*, they cannot personally fulfil their duties, but are always attended by an assistant who performs them for the principal. Now the Institute, I think, might do some good if it made known to the world the really competent men. I have never yet had occasion to employ a shorthand writer, though I know most of them by sight; but I have a heavy case coming on, and should be glad to know which is which.

A YOUNG SOLICITOR.

[We recommend our correspondent to apply to the Institute.—Ed. S.J.]

COMPOSITION AND RHETORIC.

Sir,—The importance of the power of elegant composition and fluent speaking must be admitted by all solicitors, who, however, but rarely possess it. How is it to be acquired? Sir Fitzroy Kelly, in his address to the Articled Clerks' Society some months ago, recommended the practice of daily copying a page or two of Addison or Macaulay. Do you think this an efficient method of attaining that power? And can you suggest any better method?

Will you be kind enough to give me an answer in your next number. AN OLD SUBSCRIBER.

[Sir Fitzroy's method has, at any rate, high authority for its adoption (taking the authors mentioned as specimens of classical English). It is a modernisation of the old rule,

"*Vos exemplaria Græca*

Nocturnā versate manu, versate diurnā."]

It is related of Lord Brougham, truly or falsely, that he wrote the celebrated peroration to his defence of Queen Caroline fourteen times, and transcribed between each time an oration of Demosthenes.—Ed. S.J.]

APPOINTMENT.

Mr. S. E. ANDERSON to be Marshal to the Admiralty Court, Dublin, vacant by the death of Mr. C. Taylor.

PARLIAMENT AND LEGISLATION.

Pending Measures of Legislation.

BANKRUPTCY LAW AMENDMENT ACT (*concluded from p. 712*).

253. Trustee to examine and reject or admit claims, and make up list of creditors entitled to payment of dividend; and to publish and send notices of payment of dividend. Creditors may appeal within ten days.

254. The trustee shall, before the expiration of six months from adjudication, make up a statement of division of the fund directed by the inspectors to be divided, and divide the same among the creditors.

255. "On the first day after the expiration of six months from the date of the adjudication, and at the place appointed, the trustees shall pay to the creditors the dividends allotted to them respectively in terms of the said statement; and he shall deposit the dividends apportioned to those claims which are under appeal, but not finally determined, and the dividends apportioned to contingent or absent creditors or other claimants, not then entitled to receive the same, in the bank appointed by the creditors, or in default of such appointment in the Bank of England to a separate account, or if the money be already deposited in bank, he shall transfer it to a separate account, and all such accounts shall be in name of himself and the inspectors, and the said dividends shall remain therein until the said appeals be disposed of or the dividends become payable."

256. On the expiration of eight days from the date of the adjudication, trustee to make up a second statement, and inspectors to resolve as in case of first dividend.

257. The like procedure shall be followed out as to sub-

sequent dividends at similar intervals of time thereafter, in order that a dividend may be made every three months until the whole funds shall be divided.

253. After the second dividend, a majority of creditors may determine that future dividends shall be made at shorter intervals, and even before the first dividend, three-fourths in number and value of the creditors present at a meeting may apply to the Court to make the first dividend at a period less than six months, but not less than four months, from adjudication, and also to accelerate subsequent dividends; and Court is hereby empowered to do so.

259. The Inspectors may postpone dividend.

260. Where estate is chiefly land, periods of payment may be altered.

261. Creditors proving after first and before second dividend entitled to receive an equivalent for first dividend.

262. Creditor resident abroad may prove at later periods.

263. No action to be brought for dividends, but the remedy to be by application to the Court.

264. Unclaimed dividends to be carried to separate account.

265. Surplus to be paid to bankrupt.

266—268. Regulations as to allowances to the bankrupt.

269. Proceedings to obtain bankrupt's discharge four months after adjudication.

270. Discharge after six years.

271. Rehearing of order of discharge.

272. If order suspended on rehearing, subsequent creditors to prove first against subsequent property.

273. "The order of discharge shall not be drawn up until after the expiration of the time allowed for appeal, or, if an appeal be brought, until after the decision of the Court of Appeal upon such appeal, and shall bear date either the day after the expiration of the time allowed for appeal, or the day of the decision of the Court of Appeal, as the case may require."

274. At any time within thirty days, any creditor, whether he objected to such discharge before the Court or not, or the trustee, or the bankrupt, may appeal.

275. The order of discharge shall discharge the bankrupt from all debts, claims, or demands, proveable under his bankruptcy.

276. If trustee indebted to bankrupt's estate become bankrupt, his discharge shall not discharge his future effects in respect of such debt.

277. The order of discharge shall not discharge any partner or joint debtor of the bankrupt.

278. Contract or security with intent to induce creditor to forbear opposition, shall be void, and money thereby secured shall not be recoverable.

279. Any creditor of a bankrupt obtaining any sum of money, &c., as an inducement for forbearing to oppose the discharge, shall forfeit the treble value of such money, &c.,

Trustee's Discharge.

280. After a final division of the funds, the trustee, by advertisement in the *Gazette*, and by letters addressed by post to every creditor who has proved, shall call a meeting of the creditors to consider an application for his discharge, and at such meeting he shall lay before the creditors his accounts, &c., and the creditors may then declare their opinion of his conduct as trustee, and he shall thereupon transmit the minute book to the comptroller, who shall make a report to the Court as to the conduct of the trustee, and the trustee may then apply to the Court, who may grant or refuse his discharge.

Change from Bankruptcy to Arrangement.

281. 24 & 25 Vict. c. 134, s. 185.

282. Section 186.

283. Section 187.

284. Section 188.

285. Section 190.

286. Section 191.

Trust Deeds for Benefit of Creditors, Composition and Inspectorship Deeds.

287. 24 & 25 Vict. c. 134, s. 192, with the following additions:—

In Clause 1. "Such debts shall be computed and proved in the same manner as they would have been computed and proved for the purpose of drawing dividends if the debtor had been adjudged bankrupt; and for the purpose of such proof the trustee or trustees under the deed shall exercise the powers of the trustee in bankruptcy, and his or their decisions shall be subject to

appeal in like manner to the Court of Bankruptcy for the district in which a petition for adjudication of bankruptcy against the debtor might have been filed."

In clause 5. "The written assent or approval of the creditors, together with their declarations tendered in proof, shall be delivered to the registrar along with such affidavit or certificate."

In clause 6. "And also an *ad valorem* stamp duty, at the rate of five shillings per cent. of the value of the property comprised in the deed, but not exceeding a maximum duty of two hundred pounds."

288. 24 & 25 Vict. c. 134, s. 193.

289. Section 194.

290. Section 196.

291. Section 197, with the following addition:—"Any creditor of the debtor, whether party to or assenting to such deed or instrument or not, shall be entitled to make an application to such Court to declare whether any such deed or instrument is valid under this Act, or whether he is bound by the same, and shall be bound by the decision of the Court on such application; and if the Court shall determine that it is invalid, it shall have power, if it thinks fit, to delay making a declaration to that effect for such time as it shall think fit, in order to allow an alteration thereof, as herein after provided."

292. "It shall be lawful at any time for a majority in number representing three-fourths in value of the creditors of any debtor who has executed any deed or instrument referred to in section 287, and who have proved their debts thereunder, to sign a memorandum of alteration of any of the provisions of such deed, which memorandum may also cancel any of the provisions, or add further provisions, and on such memorandum being produced to the Court of Bankruptcy having jurisdiction in respect to such deed or instrument, it shall have power to approve of the same, and on such approval the memorandum shall be forthwith registered in the same manner as the original deed or instrument, and it shall then be deemed to form part of such deed or instrument, which shall be read and take effect as altered thereby, and such memorandum shall have relation back to the date and registration of the original deed or instrument. If any such memorandum shall affect the interests of the debtor, it shall not be approved by the Court unless executed by him in the same manner as the original deed."

293. "After notice of the filing and registration of any such deed or instrument, referred to in this title of this Act, has been given as aforesaid, no execution, sequestration, or other process against the debtor's property, in respect of any debt shall be available to any creditor or claimant, without leave of the Court: provided always, that no such deed or instrument shall discharge the debtor from debts due to creditors who have not executed the same, unless it shall comprise the debtor's whole property, real and personal, and unless all the creditors of such debtor shall receive a dividend of at least six shillings and eightpence in the pound on the amount of their respective debts."

294. 24 & 25 Vict. c. 134 s. 199.

295. Section 200.

Registers and Returns.

296, 297. Comptroller to keep register of bankruptcies; to superintend annual returns; and to frame report, an abstract whereof shall be laid before Parliament.

298. Trustee to make an annual return to comptroller.

299. Chief registrar to keep general docket book, for registration of petitions; and country registrars to keep similar docket books (one for each court), and to transmit daily by post to chief registrar and comptroller, copies of all entries, adjudications, &c., which shall immediately be entered in general docket book; and when any petition shall be dismissed, &c., the registrar of the court shall forthwith transmit certified copies of order to the chief registrar and comptroller respectively.

300. Accountant, taxing master, &c., to make annual returns.

Notices.

301. All notices not required to be personally served may be sent by post.

302. General orders may fix form and contents of notices in the *Gazette*.

Offences and Criminal Proceedings.

303. The following acts, if done by bankrupt with intent to defraud or defeat the rights of his creditors, to be misdemeanours:—

1. Non-attendance at his examination.

2. Improper concealment of property.
3. Removal of property after adjudication.
4. Non-disclosure of false proof.
5. Fraudulent statement of affairs.
6. Improper concealment of documents.
7. Mutilation of documents: false entries: &c.
8. Fraudulent incumbrances; concealment of assets.
9. In a trader, fictitious accounts.
10. In a trader, obtaining goods on credit with intent to defraud.
11. In a trader, fraudulent disposition of goods obtained on credit and unpaid for.

304. Commissioners to have jurisdiction of magistrates at petty sessions in respect of bankrupt guilty of any offences hereinbefore named.

305. The creditors at any meeting, or the Court, may appoint prosecutor, and in such case costs of prosecution shall be allowed, unless the Court trying the case shall specially otherwise direct, and shall be paid in the same manner as expenses of prosecutions for felonies, and extra expenses incurred by such prosecutor shall be paid out of "the Chief Registrar's account."

306. The creditors at any meeting, or the comptroller, or the Court, may direct reference to Attorney-General.

307. False declaration for proof of debt a misdemeanour.

308. False evidence to be perjury.

309. Inserting advertisements without authority to be a misdemeanour.

310. Forging signature of commissioner, or officer, or seal of Court, &c., to be felony.

311. In any indictment or information for any misdemeanour under this Act it shall be sufficient to set forth the substance of the offence charged.

312. Gaoler suffering persons committed to escape, &c., to forfeit £500.

313. Forfeitures may be sued for by the trustee, and the money so recovered to be applied as assets of the bankrupt, and any surplus after payment of the creditors in full to be paid to the credit of "The Chief Registrar's Account."

314. Persons wilfully disobeying any rule or order of the Court, may be committed to the Queen's prison or the county gaol.

315. 9 & 10 Vict. c. 95, ss. 114-117 to apply to officers acting in execution of warrants or orders of the Courts.

316. Definition of "annulling," "Bank of England," "bankrupt," "commissioner, &c.," "court," "comptroller," "court of appeal," "creditor," "creditors present at any meeting," "gaoler," "Gazette," "metropolitan district," "payment," "to pay," "petition for adjudication," "petition in bankruptcy," "petitioning creditor," "property," "prisoner," "Schedule," "sheriff," "suit," "trader," "trustee," "united kingdom." Days prescribed by Act, or mentioned in any rule or order of Court under Act, to be reckoned, exclusive of the first and inclusive of the last day, unless such last day be a Sunday, Christmas Day, Good Friday, Monday and Tuesday in Easter week, or a day appointed for a public feast or thanksgiving, in which case exclusive of that day also, anything directed to be done on a certain day to be done on the following day, if the day fixed be one of the days above excepted.

317. No rule, order, warrant, or other proceeding or documents to be invalidated by want of form, if not calculated to mislead.

SCHEDULES.

SCHEDULE (A.)

*Acts and Parts of Acts repealed.**

6 & 2 Geo. 4, c. 115.	10 & 11 Vict. c. 102.
1 & 2 Will. 4, c. 56.	12 & 13 Vict. c. 106.
5 & 6 Will. 4, c. 29.	15 & 16 Vict. c. 77.
5 & 6 Vict. c. 122.	17 & 18 Vict. c. 119.
7 & 8 Vict. c. 70.	24 & 25 Vict. c. 134.
7 & 8 Vict. c. 96, ss. 1-56.	25 & 26 Vict. c. 99.

SCHEDULE (B.)

Salaries.

The commissioners in London, each	£2,000
The commissioners in the country, each.....	1,800
The Chief Registrar	1,400
The registrars acting in London, each.....	1,200
The registrars acting in the country, each ...	1,000
The Taxing Master.....	1,400

* The whole Act is repealed except when otherwise specified.

The accountant in bankruptcy 1,500
 The comptroller in bankruptcy 1,500
 The clerks, &c., the same salaries, and out of the same funds, as if this Act had not been passed.
 The persons holding abolished offices and their clerks to receive their salaries until relieved of their duties.

SCHEDULE (C.)

DOCUMENT.	Stamp duty in lieu of fees
Every petition presented to a court of bankruptcy or county court for adjudication of bankruptcy . . .	£ s. d. 0 10 0
Every order of discharge . . .	0 5 0
Every declaration of insolvency . . .	0 2 6
Every registration of trust deeds . . .	0 10 0
Every summons of judgment debtor or trader debtor . . .	0 2 6
Every admission of such debtor . . .	0 2 6
Every deposition of good defence . . .	0 2 6
Every bond with sureties . . .	0 5 0
Every application for search for petition or other proceeding . . .	0 1 0
Every application for any meeting . . .	0 5 0
Attendance of registrar at any meeting . . .	1 1 0
Every allocatur by any officer of the court for any costs, charges, or disbursements where such bill of costs shall not exceed £5 . . .	0 1 6
Exceeding £5 and not exceeding £10 . . .	0 2 6
" 10 . . .	20 0 5 0
" 20 . . .	30 0 7 6
" 30 . . .	50 0 10 0
" 50 . . .	100 0 15 0
" 100 . . .	150 1 0 0
" 150 . . .	200 1 10 0
" 200 . . .	300 2 0 0
" 300 . . .	500 3 0 0
" 500 . . .	5 0 0

The other Schedules (D. to Ea.) are specified forms of various kinds.

SCOTLAND.

LONGWORTH OR YELVERTON v. "SATURDAY REVIEW."

In this case, it will be remembered, a jury found for the defender by a majority of nine to three, and the pursuer immediately after the trial gave notice of a motion for a new trial. In affidavits made by the jurors who constituted the majority it was stated that they had given their verdict under a misapprehension of what the judge had laid down as law in reference to the privileges of the press, and that they would have found for the pursuer but for that misapprehension—although it is doubtful whether the Court would have looked at these affidavits in considering the question of a new trial. On Friday, May 18, at all events, at the calling of the case, the pursuer made no appearance, having intimated her desire to proceed no further in the action, and being satisfied, as we are informed, with the reconsideration of their verdict by the majority of the jury. The notice of motion was accordingly held as departed from.—*Scotsman*.

IRELAND.

COURT OF QUEEN'S BENCH.

M'Kinny v. The Irish North-Western Railway Company.—The action was brought in this cause by the plaintiff, Elizabeth M'Kinny, to recover damages for loss sustained by the death of her husband, who was a guard in the employment of the above-mentioned company, and was accidentally killed while in the discharge of his duty. The plaintiff went on to say that it was the duty of the defendants to keep the said railway, and the engines and carriages thereon, in a safe condition for the conveyance of said John M'Kinny, as such guard; but that said defendant did not keep their line in such safe condition, whereby the said John M'Kinny lost

* *Anglica*, abandoned.

his life. To that plaint there was a demurrer filed on behalf of the defendants, which set forth that there was no allegation that the defendants had notice of the said defects, and that the plaint did not show that the defendants were aware of the alleged defects, and that the defendants were not responsible for the death of a servant, caused by the negligence of a fellow-servant.

Fitzgerald, J., was of opinion that the demurrer ought to be allowed. The declaration was framed in very general terms, as if the duty cast upon them was the general liability imposed upon those who were carriers for hire; but the question was a very different one when, as it appeared, the person injured and killed was in the employment of the company, and the accident arose in that course of the employment. The summons and plaint were in the most general form, and the learned judge having referred to the authorities on the subject, from *Priestly v. Fowler*, 3 M. & W. 1, considered that the defendants were not responsible for an act resulting from the act of other servants engaged in the same employment with the deceased.

O'Brien, J., held that the pleading was valid, and that the demurrer ought to be overruled. He referred to several authorities with a view of showing that the want of knowledge of defects in the railway might be considered as evidence of negligence, and that the pleading was sufficient to have the case tried by a jury as to the fact whether there was such negligence as would affix responsibility, notwithstanding the general principle established by the case of *Priestly v. Fowler*.

Lefroy, C.J., concurred in opinion with Mr. Justice Fitzgerald. With respect to the general rule applicable to persons engaged in a common employment there was no difficulty, but qualifications and sub-qualifications of the rule had been made, as if to meet the hadship of peculiar cases, which created some degree of uncertainty in the application of the general rule. These refinements were to be regretted, because they gave rise to uncertainty in the law, and the general principle established by decided authority was in favour of the objection.

The demurrer was allowed.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

Sir,—On the 30th of April, 1862, a convention was signed between England and France, for the purpose of facilitating the operations of commercial companies between the two countries. The main clause of that convention runs as follows:—the high contracting parties hereby declare that they mutually recognise in all companies, or other commercial, industrial, or financial associations legally constituted and established, according to the laws peculiar to each country, the power to exercise all their rights; and to sue, and be sued in a court of justice, through all the extent of the dominions and possessions of the other power, subject to no other condition than that of obeying the laws of the said dominions or possessions.

The usefulness of this very well-meant international agreement, which is no doubt great, will, probably, be impaired by the extreme brevity and vagueness of the above clause, and many a difficulty will certainly be caused by the expression at the end—"subject to no other condition than that of obeying the laws of the said dominions or possessions." To what extent are these laws to be obeyed, or rather which of the laws of the land are to be considered as binding on the foreign companies, and of such importance to the order and policy of the country as to make compliance with their behests a *sine quid non* condition of admittance and free intercourse, are questions which will inevitably often be raised before the courts.

As an instance of these may be quoted a case decided upon by a judgment of the correctional section of the Imperial Court of Paris, given on the 22nd of February last, in which were concerned certain directors of a limited liability company, known (I believe) by the name of the United Paris and London Hotel Company. That company was established in London, and, pursuant to its object, purchased the hotel Maurice in Paris, at the head of which certain parties were placed to carry on the business. Persons in Paris who had had dealings with these parties, and were dissatisfied with them, for reasons of no importance here, brought an action against them before the correctional

police, and likewise against the directors, as responsible for the doings of their agents, on a charge of having been guilty of certain acts which are prohibited by the French law respecting limited liability companies, such as distributing dividends which had not really accrued.

The agents were acquitted; and with reference to the infractions of the French company laws imputed to the directors, the following judgment was given by the Imperial Court:—

"The Court.

"Whereas, by the citation of the 20th of November, 1865, X. and the others were accused of infraction of the 3rd paragraph of article 31 of the law of the 23rd May, 1863, by distributing, or allowing to be distributed, dividends that had not in reality accrued;

"And whereas the Court below has acquitted the defendants, on the ground that the sums distributed were paid as interest under a clause of the articles of association of the company;

"And whereas, the United Hotel Company is a foreign company established in London in the English form, by a document of the 29th of May, 1863, the regularity of which has not been denied on any side;

"And whereas, the articles of the company have been, by Act of the 12th of June, 1863, duly registered, deposited in the office of Pottier de la Berthelliere, notary at Paris, together with a copy of resolutions of the board of the directors of the company, by which a branch was created in Paris, Passage des Princes, Rue de Richelieu, 97.

"Whereas, an extract of the said act of deposit, and of the documents deposited was published in the number of the newspaper *Le Droit*, of the 13th of June, 1863; but, however, that deposit and publication cannot operate in such a manner as to cause the said company to lose its English character; since the published extract makes it known that the company was founded in London, and that the domicile thereof is in England, and the board of directors in London, and that the affairs of the company are managed the branch established, and the powers of the directors conferred upon them, according to the English articles, and by a necessary consequence, according to the English laws.

"Whereas, by a subsequent resolution, at the date of the 28th of October, 1863, the Paris branch was given up, and the powers of the managers thereof revoked; and that resolution was deposited with the said Pottier de la Berthelliere, and published in the *Journal General d'Affiches* of the 13th of November, 1863.

"Whereas, from all the above reasons, it is clear that the branch in question was only a temporary agency in France of the English company, and not an offshoot of the said company transformed into a French company:

"Whereas, according to the convention made the 30th of April, 1862, between France and the British government, all the companies, and other commercial, industrial, and financial associations constituted and authorised, according to the particular laws of each country, are allowed to exercise all their rights through all the extent of the dominions and possessions of the other, subject to no other condition than that of obeying the laws of the said dominions and possessions; and that condition refers both to the laws concerning public safety, order, and policy, and to such as apply to real property or procedure, but not to the special laws that regulate in each country the constitution of commercial and industrial companies and associations, the very object of the said convention being to secure the operation of the said laws in the other country:

"Since it is therefore impossible to allow that the regulations or penalties of the French law of the 23rd of May, 1863, on limited liability companies, can be applicable to the English United Hotel Company; and, therefore, the pretended misdoings imputed to the defendants, even if proved, would not constitute an offence against the law of France:

"For the above reasons, and without there being any necessity for looking into the question whether the directors did really distribute any sums among the shareholders of the said company, nor under what pretence, or under what circumstances the said sums may have been distributed,

"The Court quashes the appeal, orders that the judgment appealed from shall have its full effect, and condemns the prosecutors in the costs."

How far the doctrine laid down in the above judgment will be carried out to its full extent, remains to be seen.

ALGERNON JONES,
Advocate in the Imperial Court of Paris.

DIVORCE PAR CONTUMACE.

The Civil Tribunal of Paris had, last week, under its consideration a singular divorce question. The petitioner, M. Porterie, had instituted a suit praying for judicial separation from his wife, upon the ground that a few weeks since she suddenly absented herself from home, and after being absent for twenty-three days, again presented herself at her husband's house, to which she was admitted. The petitioner, M. Porterie, naturally demanded an explanation as to the cause of his wife's absence, which she refused to give. Hence, he commenced proceedings. The Court, after hearing the arguments of the Advocate Imperial, and the evidence, recommended a reconciliation between the parties; for which purpose the husband and wife repaired to the Judge's private room. The wife, however, still maintained her reticence, and the Court pronounced a decree for judicial separation as prayed.

NE EXEAT REGNO.

A point of law relating to arrest for debt, of some consequence to foreigners, and not generally known, has been settled by the Civil Tribunal of the Seine. A short time since M. Schulmann, a merchant residing in Paris, arrested a Bavarian on the ground that he was about to leave the country without paying his debts. The latter disputed the legality of the arrest, on the plea that his creditor is a Bavarian, and therefore not entitled to avail himself of the privilege conferred on creditors by the law of 1832. The defendant commenced proceedings—first, to set aside the arrest as illegal, and secondly, to recover damages for illegal arrest, for which he claimed 20,000*fr.* The creditor, however, pleaded that he had been authorised by an imperial decree to establish his domicile in France, and that consequently he enjoyed all the civil rights of a French citizen. The Court adopted this view of the case, confirmed the arrest, and condemned the prisoner in costs.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 29th ult., Mr. Kenrick in the chair, the following question was discussed:—"Is the rule for estimating damages laid down in *Hadley v. Baxendale*, 9 Ex. 341, 2 W. R. 302, applicable to all cases of breach of contract?"—It was opened on the affirmative side by Mr. Bury, and on the negative side by Mr. Brooke, and upon being put to the meeting was decided in the negative by a large majority.

LAW STUDENTS' JOURNAL.

EXAMINATION FOR CALLS TO THE BAR.

Trinity Term, 1866.

The Council of Legal Education have awarded to Alfred Claribaux Curlew, Esq., L. I., a studentship. Edwyn Jones, Esq., G. I., an exhibition. Carr Stephen, Henry Meredith Plowden, and John Donaldson Reeves, of Lincoln's-inn, Esqs.; Thomas Lean Wilkinson, and George Henry Maxwell Batten, of the Inner Temple, Esqs.; John Francis Popham, Arthur Phillips, Edward Joseph Grant Dawson, and William Ogilvie Law, of the Middle Temple, Esqs., and Henry Blake Goodall, of Gray's-inn, Esq., certificates of pass.

QUESTIONS AT THE TRINITY TERM FINAL EXAMINATION.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. When particulars of demand are indorsed on the writ, can any other particulars be delivered with the declaration?
2. Under what circumstances can a defendant obtain an order for particulars in an action of trespass, and how?
3. What is the effect of the plaintiff, in an action *ex con-*

tractu, against several defendants, entering a *nolle prosequi*, as to one of the defendants?

4. Has the agister of cattle any right of lien in the cattle agisted? State the reason.

5. When does a plaintiff require a judge's order to recover his costs of an action?

6. If a man's goods are distrained for rent, which he alleges not to be due, what steps must he take to get them back again, and before whom must he go?

7. If a master is dissatisfied with his man-servant, and wishes to part with him, must he give any, and what notice, and are there any circumstances which render notice unnecessary?

8. An action is brought on a charter-party—the defendant's witnesses reside at Calcutta—How can he procure their testimony?

9. Will a deed ever, and when, prove itself without calling the attesting witness?

10. What is the difference, in effect, of the plaintiff's being nonsuited, and of a verdict for the defendant?

11. Within what time after verdict, or non-suit, must application be made for a new trial?

12. For what words may an action of slander be maintained?

13. What is the effect of a plea of payment into court, where the declaration is on a special contract?

14. If a witness, duly subpoenaed to attend a trial, fails to do so, can the party by whom he was subpoenaed take any, and what, proceedings against him?

15. What are the different kinds of judgments, and state their distinctions?

II.—CONVEYANCING.

1. Does the law against perpetuities prohibit the breaking up of an estate in fee-simple into several estates in fee-tail, to take effect one after another; and if not, why not?

2. If under the Act of 1833 for the abolition of fines and recoveries, a tenant in tail makes a valid conveyance to a purchaser and his heirs, is the purchaser's estate necessarily a fee-simple absolute; or what else may it be under any, and if any, what circumstances.

3. If a tenant in fee-simple contracts to make a conveyance, and dies before it is made, equity will enforce the contract against his heir; is there a like equity as to the contract of a tenant in tail? Give a reason for your answer.

4. If land is conveyed to A. for life, with remainder to B. for life, with remainder to C. in tail, with remainder to the heirs of A., what is the effect of the final limitation?

5. Why do we insert in a lease two distinct clauses for payment of rent; the reservation, or "yielding and paying" clause, and the covenant to pay? State the several functions of these two clauses.

6. How does the rent that is reserved in a lease differ from a rent charge?

7. When it is said that a covenant runs with the land, what does this mean?

8. Describe the title that is given by a lease for a term of years to commence at next Christmas.

9. What, if any, difference is there, supposing the term to have been created by way of use by a tenant in fee-simple?

10. State the general effect of the statute of uses?

11. What titles does marriage give to the husband in a term of years vested in the wife, and in her personal chattels in possession, and in her personal chattels in action?

12. Suppose an income to be limited to the separate and inalienable use of an unmarried woman, what is the effect of this limitation?

13. If jewels or other personal chattels are given to the separate use of a married woman, but without naming a trustee, and the husband receives possession of them, is the wife protected on any, and if any, what principle?

14. Suppose a testator to have devised all his land away from his eldest son, and to have declared by his will that his eldest son should not be his heir; would this declaration have any, and if any, what effect? Give a reason for your answer.

15. An Act of 1845 enacts that "all corporeal tenements and hereditaments shall, as regards the conveyance of the immediate freehold thereof, be held to lie in grant as well as in livery." State the meaning and effect of this enactment.

III.—EQUITY AND PRACTICE OF THE COURTS.

1. State some of the principal cases in which the Court of Equity will grant relief.

2. Under what circumstances can an order to sue *in forma pauperis* be obtained, and what steps are necessary to procure such order?

3. State shortly the regular course of an ordinary suit up to decree.

4. When is a suit commenced by information, and in such cases who is made plaintiff?

5. Describe shortly the nature of the office, duties, and responsibilities of the next friend of an infant in a suit.

6. Over what cases have the county courts equitable jurisdiction?

7. What court or authority has jurisdiction over lunatics; and what steps are necessary to place a lunatic under the protection of such Court or authority?

8. In suits for administration of estates where there are simple contract, judgment, and specialty creditors, are any of them entitled to priority of payment in the event of a deficiency? If so, state their priorities.

9. What ingredients are necessary in contracts, in order to obtain a specific performance in a court of equity.

10. Can a trustee or executor by any, and if so, by what means, obtain the opinion, advice, or direction of the Court without instituting a suit?

11. What is the difference between a legal and an equitable mortgage, and are there any, and what, proceedings necessary to be taken for realizing an equitable mortgage?

12. Is a trustee liable under any, and what, circumstances for the loss of a trust fund by the fraudulent act of his solicitor?

13. Can an executor, who is a creditor, pay himself in preference to any other creditors, and, if so, which?

14. Under what circumstances (if any) can an arbitrator be made a party to a suit impeaching his award?

15. In what event may a joint-stock company, registered under the Companies Act, 1862, be wound up by the Court?

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

1. State generally the object of the bankruptcy laws—first, as regards creditors; second, with respect to the bankrupt himself.

2. Name some of the Acts of Bankruptcy in respect of which an adjudication of bankruptcy can be obtained adversely against a debtor, distinguishing those which may be committed by a non-trader (Bankrupt Law Consolidation Act, 1849. Bankruptcy Act, 1861).

3. State how an act of bankruptcy may be obtained by means of a trader-debtor summons (Bankrupt Law Consolidation Act, 1849).

4. State against whom a judgment debtor summons may be issued, and how an adjudication in bankruptcy may be obtained thereon.

5. State the amount required by the petitioning creditor's debt, distinguishing the single debt of a creditor, or two or more creditors being partners, or of two creditors not being partners, or of three or more creditors not being partners.

6. Can a creditor who holds a mortgage, or other security for his debt, be a petitioning creditor?

7. Give some account of the doctrine of order and disposition (Bankrupt Law Consolidation Act, 1849).

8. Has the Court of Bankruptcy any, and what, jurisdiction over voluntary settlements, or assignments made by insolvents afterwards becoming bankrupt?

9. How can an annuity creditor of any debtor prove against the bankrupt's estate? (Bankrupt Law Consolidation Act, 1849.)

10. Is a bankrupt liable, after his bankruptcy, to the payment of rent, or performance of covenants contained in any lease granted to him prior to his bankruptcy, and if not, state in what manner he is discharged from such liability?

11. State the mode in which creditors may exercise their option of suspending proceedings under bankruptcy. (Bankruptcy Act, 1861.)

12. As to change from bankruptcy to arrangement. How is this change effected? (Bankruptcy Act, 1861.)

13. As to trust deeds for benefit of creditors, composition, and inspectorship deeds; state what deeds are to be valid, and upon what conditions. (Bankruptcy Act, 1861.)

14. What are the grounds on which the Court may refuse or suspend an order of discharge?

15. What is the effect of the order of discharge when obtained; and how may the bankrupt avail himself of it if he should be arrested, or sued after the order of discharge has taken effect?

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

1. What offences are the magistrates empowered by the 18 & 19 Vict. cap. 126 (The Criminal Justice Act), to deal summarily with?

2. In what cases, under such Acts, is the consent of the accused necessary to enable the magistrates to deal summarily with him?

3. State the difference between embezzlement and larceny.

4. If upon the trial of any person indicted for embezzlement it shall be proved that he was guilty of an offence amounting in law to larceny, and *vice versa*, what verdict ought the jury to find, and what would be the consequence of such verdicts in each case?

5. How many acts of embezzlement may be charged in the same indictment, and within what time, and against whom must they have been committed?

6. In what cases can a previous conviction be proved against a prisoner? What convictions can be proved, and how are they proved? and what course is required to be pursued in arraigning a prisoner who is charged with a previous conviction?

7. Define burglary, and distinguish between it and entering a dwelling-house at night, with intent to commit a felony therein?

8. Is there any, and what, power of amending an indictment upon the trial, and in whom is it vested?

9. Has a prisoner a right to challenge the jury that may be about to try him, and in what cases? When may he do so, and what challenge has he when the right exists?

10. What are the rights of a foreigner with respect to the jury by whom he is to be tried?

11. Can the admission of the prisoner be given in evidence against him at the trial, and in what cases?

12. Can the evidence of a witness who deposed upon the preliminary inquiry made before the justices, and has died before the trial, be given on the trial, and how can it be made admissible?

13. Are husband and wife competent to give evidence against each other in criminal proceedings? Would the same rule apply to a woman cohabiting with a man and passing as his wife?

14. What is the function of a grand jury?

15. In what cases of tenants holding over have the justices jurisdiction, and what are the remedies they afford?

ANSWERS TO THE QUESTIONS AT THE TRINITY TERM FINAL EXAMINATION.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

By G. S. GREEN and G. KENRICK.

1. When such endorsement is made, no other particulars can strictly be delivered without the order of a judge; but where the plaintiff delivered with his declaration other particulars without such an order, and the defendant pleaded and went to trial, he was held to have waived the irregularity. *Fromant v. Ashley*, 22 L. J. Q. B. 237.

2. In actions for trespass to land, the close or place in which the trespass is alleged to have been committed must be described in the declaration, otherwise the defendant may obtain an order from the Court or a judge for the plaintiff to amend his declaration or to give particulars. Pleading rules, Hilary Term, 1853, r. 18.

3. In actions *ex contractu* against several defendants, if the plaintiff enter a *nolle prosequi* as to one of them, it is a release of them all; but it is otherwise in actions upon tort. And by 3 & 4 Will. 4, c. 42, s. 32, every such defendant shall have judgment for and recover his costs.

4. An agister of cattle has no right of lien on the cattle agisted: *Jackson v. Cummins*, 5 M. & W. 342.

5. A plaintiff requires a judge's order to recover his costs where he has recovered a sum not exceeding £20 in an action of contract, or £5 in an action of tort. See 13 & 14 Vict. c. 61; 15 & 16 Vict. c. 54; and 19 & 20 Vict. c. 103.

6. If a man's goods are distrained for rent, which he alleges not to be due, he must apply to the registrar of the county court to replevy them, which he will do upon the plaintiff giving security to commence and prosecute an action of replevin to recover them. The action may be brought in the county court, or in one of the superior courts, if the rent for which the distress was made exceeded £20.

7. In the absence of any special agreement to the contrary,

a master must give his man servant a month's notice to leave; but if the servant has been guilty of misconduct, or has neglected his duties, the master may dismiss him without any notice.

8. The defendant, or any party to any action, can procure the testimony of witnesses residing at Calcutta, or elsewhere in India, or any of Her Majesty's colonies, by means of a writ, in the nature of a writ of *mandamus*, addressed to the tribunals at Calcutta, directing them to examine the witnesses and return the examination to the Court. 13 Geo. 3, c. 63, s. 44; 1 Will. 4, c. 22.

9. A deed produced, proved to have come from proper custody, proves itself without any evidence of its execution being given, if it be more than thirty years old.

10. The difference in effect between a plaintiff being nonsuited and a verdict being found for the defendant is, that in the former case the plaintiff can bring another action for the same cause, whilst in the latter he would be precluded from doing so, the defendant being able to plead the verdict in the first action by way of estoppel.

11. A motion for a new trial after a verdict or nonsuit must be made within four days after the trial, if it took place in term, and within the first four days of the following term if the trial took place out of term, unless, in either case, the court direct the motion to be put into the list of reserved motions. Rules H. T. 1853, r. 50.

12. An action for slander may be maintained if the words impute an indictable offence, or which if spoken of a professional man or tradesman, in reference to his profession or business, may injure him. But other defamatory words are actionable if the plaintiff can prove that special damage has resulted to him from them, as a natural consequence. Words which would not be actionable, if spoken of an ordinary person, are frequently so if used with respect to a peer or great officer of state, in which case the offence is described as *scandalum magnatum*.

13. A plea of payment into court admits the cause of action in respect of which it is pleaded, and the only question which remains is as to the amount of damages. If the plaintiff accepts the sum paid in in satisfaction of his claim, he is, subject to the qualifications contained in answer to No. 5, entitled to his costs of the action. If however he proceeds with the action, and the defendant succeeds in defeating the residue of the claim, the latter is entitled to his costs, commencing from instructions for plea.

14. The party by whom a witness has been subpoenaed to attend a trial may, if the witness fails to attend, maintain an action against him to recover damages for the injury sustained by his non-attendance, or he may move to attach him for contempt of court.

15. Judgments are either interlocutory or final. The former do not terminate the action, but leave some other proceeding necessary, as where a judgment is signed for default of plea in a special action, in which case it is necessary to have the damages assessed under a writ of inquiry. A final judgment, on the contrary, puts an end to the action—as a judgment signed by the defendant, or a judgment for the plaintiff in an action on contract where particulars of demand have been indorsed on the writ, or delivered at some other period in the action.

II.—CONVEYANCING.

By J. BRADFORD AND T. WIDDOWS.

1. The law against perpetuities does not prevent the limitation by way of remainder of several estates tail, as the tenant in tail in possession can, by a deed of conveyance under the 3 & 4 Will. 4, c. 74, alien in fee, and thereby bar his issue and the persons entitled in remainder.

2. If there be no protector of the settlement (*i.e.*, a person entitled under the same settlement which created the estate tail to a prior estate of freehold, or for years determinable with life, or specially appointed as such), or if the protector of the settlement concur, the purchaser's estate will be a fee simple absolute; but if there be a protector of the settlement whose consent is not obtained, the purchaser will only obtain a base or qualified fee determinable upon their ceasing to be issue of the tenant in tail.

3. Equity will not enforce a contract to sell an entailed estate by a tenant in tail against the heir in tail, as such tenant in tail has no power to bar his issue except by a proper deed enrolled according to 3 & 4 Will. 4, c. 74.

4. Where land is conveyed to A. for life, with remainder to B. for life, with remainder to C. in tail, with remainder to the heirs of A., according to the rule in *Shelley's case*,

such limitation gives A., in addition to his life estate, a fee-simple in remainder on B.'s life estate and C.'s estate tail, which estate he can dispose of by deed or will, and thus defeat the expectations of his heir.

5. The reservation, or "yielding and paying" clause in a lease enables the landlord to enforce payment of rent against the tenant for the time being. The covenant to pay gives the landlord a right of action for the rent during the whole term against the lessee and his representatives, whether the lessee has assigned the lease or not.

6. Rent reserved on a lease is payable by an inferior to a superior owner of the land demised—that is, the relation of landlord and tenant exists between the parties who receive and pay. In case of a rent-charge the owner thereof is not the owner of the land out of which it issues, but has no interest therein beyond the right to receive payment. There was always a power of distress for rent reserved upon a lease, without any express agreement; but there was originally no such remedy for a rentcharge. This distinction, however, has been removed by the 4 Geo. 2, c. 28, which attaches that remedy to rent seek. Rent reserved upon a lease is incident to the reversion, and passes by a grant of such reversion without the necessity of any express mention of the rent; but a rentcharge, not being annexed to any estate, must be expressly granted.

7. When it is said that a covenant runs with the land it means that not only the original parties to the covenant, or their representatives, but each successive owner of such land will be entitled to the benefit, or be liable to the burden of such covenant, as the case may be.

8. A lease for a term of years, to commence at next Christmas, will not give the lessee any present estate, but only a right to enter into possession next Christmas upon the terms of the lease—this is technically called an *interesse termini*.

9. Where such a term is created by way of use by a tenant in fee simple the lessee will have an immediate legal estate, by virtue of the Statute of Uses, without the necessity for entry.

10. The Statute of Uses was passed to prevent one person having an estate in land at law, whilst in equity he was held to be seised to the use of, or in trust for, another, by declaring that the persons entitled to the benefit of the use or trust should be deemed in lawful seisin of the land for such estates as they had in the use or trust. The statute was intended to transfer all uses into possession. Soon after the passing of the statute, however, a doctrine was laid down that there could not be a use upon a use, and that, therefore, the statute could not execute the second use. In consequence of this doctrine the intention of the statute was entirely defeated, so that all that was ultimately effected thereby was to import into the rules of law some of the then existing doctrines of the Court of Equity, and to add three words—"to the use"—to every conveyance. Wms. Real Prop.

11. Where a woman marries who is entitled to a term of years in land, to personal chattels in possession, and also in action, the husband may dispose of the term at any time during the coverture, either absolutely or by way of mortgage, and in case he survive his wife he will be entitled to it by his marital right; but if he should die in her lifetime, it will survive to her, and his will alone will not be sufficient to deprive her of it. The personal chattels in possession become the absolute property of the husband; the personal chattels in action do not become the husband's until he reduces them into possession, and if he dies before this is done, they remain to the wife. So if she die before he has reduced them into possession, they are part of her estate; but he is entitled to obtain administration of her effects, and incapacity of her administrator, he becomes the owner of such property.

12. If an income be limited to the separate and inalienable use of an unmarried woman, such limitation will not prevent alienation whilst she is unmarried, but will take effect on marriage if no alienation has taken place. If she become a widow she will again have power of alienation, and the restriction will come into operation again on any subsequent coverture.

13. If jewels or other personal chattels are given to the separate use of a married woman without naming a trustee, and the husband obtains possession of them, the wife's interest is nevertheless protected, as equity will consider the husband himself as her trustee according to the rule in equity that a trust shall never fail for want of a trustee.

14. If a testator devises all his land away from his eldest son, and declares by his will that his eldest son shall not be his heir, such declaration would have no effect. This would be true even if the words of the devise were not sufficiently general to include any property that the testator might acquire after the date of his will, as, in order to disinherit the heir, the land which would otherwise descend to him must be given to someone else; a mere declaration that he shall not inherit is insufficient.

15. At the common law the owner of an immediate estate of freehold in lands, who wished to transfer the same to another person, effected such transfer by a delivery of the possession or seisin of the lands themselves, such a delivery was of necessity more or less symbolical in its nature, as it would be impossible for one man to deliver actual possession of even a single acre of land to another. Where, however, the interest to be transferred was in remainder, or where the interest was of such a nature as not to entitle the owner to such actual possession as was possible, other means of transfer had to be adopted. Such transfers were made by a deed of grant. Hence, the former kind of interest was said to lie in *livery*, the latter to lie in *grant*. The inconvenience of pretending to deliver actual possession was evaded by various contrivances, and in particular after the Statute of Uses, by the contrivance of effecting a transfer by a lease and release. This continued to be almost the universal mode of conveyance down to 4 & 5 Vict. c. 21, when an Act was passed making a release as effectual as a lease and re-lease. And finally the Act of 8 & 9 Vict. c. 106, enacted that the immediate freehold in corporeal hereditaments should lie in grant as well as in livery, thus putting an end to the laborious absurdities of many generations.

III.—EQUITY AND PRACTICE OF THE COURTS.

(By J. BRADFORD AND T. WIDDOWS.)

1. Some of the principal cases in which the Court of Equity will grant relief are—trusts; administration of estates of testators and intestates; property of married women; mortgages; penalties and forfeitures; protection of persons under disability; fraud; accident; mistake; partnership; specific performance; account; dower; partition; discovery in aid of other courts; perpetuation of testimony, &c. Haynes' Outline, XIII, XIV.

2. An order to sue in *forma pauperis* may be obtained when the proposed plaintiff is too poor to sue in the ordinary way, and on complying with the following requisitions:—He must present a petition to the Master of the Rolls, stating his case, and praying to be admitted to sue in *forma pauperis*, and that a solicitor and counsel may be assigned him. The petition must be supported by a certificate of counsel, that the applicant has just cause to ask relief, and an affidavit by himself that he is not worth £5, except his wearing apparel and the matters in question in the proposed suit. Hunter's Suit, 170.

3. The regular course of an ordinary suit up to decree is as follows:—The bill is settled and signed by counsel, printed and filed; a copy thereof is served on defendant, who, within eight days, appears thereto. Interrogatories are then filed by plaintiff, and copy served on defendant, who, within twenty-eight days of service, puts in his answer. If no exceptions are taken to answer, notice of motion for decree is served, or replication filed; evidence, by means of affidavits, is gone into; the cause is set down, and in due course comes on for hearing.

4. Where a suit is instituted on behalf of the Crown, or of those who partake of its prerogative, or whose rights are under its peculiar protection as the objects of private charity, such suit is commenced by information, in which the Attorney-General is made plaintiff. Hunter's Suit, p. 12.

5. The next friend to an infant, in a suit, is the person who undertakes the prosecution and conduct thereof, in the name and on behalf of the infant, and who is responsible for the costs. A written consent signed by the next friend must be filed with a bill when an infant is the plaintiff. Hunter's Suit, 162—3.

6. Under the County Courts Equitable Jurisdiction Act, 28 & 29 Vict. c. 99, such courts have equitable jurisdiction in the administration of estates and trusts; in suits for specific performance, the delivery up or cancelling of agreements; in proceedings under the Trustee Relief Acts, and in relation to the maintenance and advancement of infants; in the dissolution and winding-up of any partnership, and to grant injunctions to stay proceedings at law to recover debts provable under an administration de-

crec—provided that in all cases the property to be dealt with does not exceed in value £500.

7. The Lord Chancellor and the Lords Justices of the Court of Appeal in Chancery have jurisdiction over lunatics. In order to place a lunatic under the protection of the authority vested in them, a petition must be presented, a copy of which is served on the lunatic, an inquiry then takes place as to the alleged lunacy before one of the Masters in Lunacy, with the assistance of a jury, if demanded by the alleged lunatic, and a return made in accordance with the result of such inquiry.

8. In suits for the administration of estates, where there are simple contract, judgment, and specialty creditors, none of them are entitled to priority where the assets are "equitable," *ex. gr.*, where they arise from real property charged by testator with payment of his debts. In other cases where there is a deficiency, judgment creditors take precedence of those by specialty, and the latter take precedence of those by simple contract.

9. A court of equity will compel specific performance of a contract where damages at law would not amount to complete compensation, and where the terms of the contract are certain and definite, and not unfit to be enforced in consequence of being morally wrong, inequitable, illegal, or opposed to public policy. Where a contract required at law to be in writing has not been reduced to writing, equity will not interfere except when set forth by the plaintiff and admitted by the defendant's answer; or where it has been prevented from being reduced into writing by fraud of one of the parties; or where there has been such a part-performance as materially to have altered the position of the plaintiff. Sm. Man., cap. VIII.

10. A trustee or executor may, without instituting a suit, apply by petition to any judge of the Court of Chancery or by summons on a written statement to any such judge at chambers for the opinion or direction of such judge respecting the management or administration of trust property. Such petition or statement must be signed by counsel. 22 & 23 Vict. c. 35, s. 30; 23 & 24 Vict. c. 38, s. 9.

11. A legal mortgage differs from an equitable mortgage, in so far as in the case of the former the legal ownership of the mortgaged property is vested in the mortgagee, while in the case of the latter the legal ownership is not parted with by the mortgagor, the mortgagee interest therein being equitable only. Where the mortgage is equitable only it is necessary to take proceedings in equity, if it is wished to realize the security.

12. A trustee is liable for the loss of a trust found by the fraudulent act of his solicitor, where the opportunity for the fraud has been given through a breach of trust by the trustee, as, for instance, where the trustee allows trust moneys improperly to be or remain in the hands of his solicitor.

13. An executor, who is a creditor against the estate of his testator, may pay himself out of legal assets, in preference to any other creditors of the same degree.

14. An arbitrator, as such, is not a proper party to a suit impeaching his award; if, however, he has so far misconducted himself as to have been guilty of fraud, he should be made a party.

15. A joint-stock company registered under the Companies Act, 1862, may be wound up by the Court—

- (1.) When the company in a general meeting has passed a special resolution requiring such company to be wound up by the Court.
- (2.) When it does not commence its business within a year from incorporation, or suspends its business for the space of a whole year.
- (3.) When the members are reduced in number to less than seven.
- (4.) Whenever the company is unable to pay its debts.
- (5.) Whenever the Court is of opinion that it is just and equitable that the company should be wound-up.

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

(By G. KENRICK AND G. S. GREEN.)

1. The law of bankruptcy aims at justice to the creditor and kindness to the debtor. To protect the creditor against fraud and dishonesty, and to secure to him as complete a satisfaction as is consistent with the rights of others, and a reasonable regard for the debtor.

2. The following are some of the acts of bankruptcy which apply to traders only:—

- (a) Absenting himself from his dwelling house or place of living.
- (b) Beginning to keep house.
- (c) Suffering himself to be arrested or taken in execution for any debt not due.
- (d) Yielding himself to prison.
- (e) Fraudulent outlawry, attachment, or arrest.
- (f) Compounding with petitioning creditor.

And the following are some acts of bankruptcy which apply equally to traders and non-traders:—

- (g) Departing the realm with intent to defeat or delay creditors, or remaining abroad with like intent.
- (h) Making fraudulent conveyance, &c., with like intent. Escaping from prison, &c.

3. A notice in writing is served by the creditor on his debtor containing particulars of his demand, and requiring payment. An affidavit of the debt, service of the demand and of the trading is filed, a summons then issues for the debtor to appear and state if he admits the demand, if he does he must sign and file a written admission as to the whole or part, and if he does not, within seven days, pay, tender, or secure the amount, it is an act of bankruptcy on the eighth day. If he refuse to admit the debt the Court may require him to depose to merits, or give a bond in default; or, on non-appearance it is an act of bankruptcy on the eighth day. If a petition for adjudication is filed against him in two months from the affidavit being filed.

4. A judgment-debtor summons may be issued against any debtor, whether trader or not, who might be arrested on a *ca. sa.*, or charged in execution in respect of any debt amounting to £50, exclusive of costs; and an adjudication is obtained thereon if, after service or due notice thereof, the debtor does not pay, secure, or compound for the debt and costs to the satisfaction of the Court, or does not appear or make excuse for non-appearance to satisfaction of the Court. Such a summons may issue against a trader after a week from the signing of the judgment, and against a non-trader after one calendar month. Bankruptcy Act, 1861, s. 76.

5. The debt of one petitioning creditor or partners must be £50, of two £70, of three or more £100. A debt owing to two or more persons, partners, falls within the meaning of a debt owing to one person.

6. A creditor who holds a mortgage or other security for his debt, may be a petitioning creditor, if the balance due to him, after deducting the value of the property comprised therein, is of the requisite amount. *Sm. Man. Bkcy.* 36.

7. If any bankrupt, at the time of the Act of Bankruptcy, shall by the consent of the true owner thereof, have in his possession, order, or disposition, any goods or chattels whereof he is reputed owner, the Court shall have power to order the same to be sold and disposed of for the benefit of the creditors. Fixtures are not within the section, but Government Stocks and ships are. Bank Act, 1861, s. 125.

8. The Court has power to order the property comprised in voluntary settlements, executed by a bankrupt while insolvent, unless executed on the marriage of any of his children, to be sold for the benefit of his creditors. Bankruptcy Law Consolidation Act, 1849, s. 126.

9. He may apply to the Court to fix a value on the annuity, and he will be admitted to prove as a creditor for the amount assessed. Bankruptcy Law Consolidation Act, 1849, s. 175.

10. A bankrupt is not liable after his bankruptcy to the payment of rent, or performance of covenants contained in any lease granted to him prior to his bankruptcy, as the order of discharge covers these liabilities. The bankrupt must give up the lease to his assignees. The lease vests in the assignees, and, on notice, they must elect to continue as tenants or give it up to the landlord.

11. By section 110 of the Act of 1861, if any proposal is made by the bankrupt and accepted by the major part in value of the creditors then present, or if they resolve that no further proceedings in bankruptcy shall be taken, the meeting is adjourned for fourteen days. Notice of the resolution is given to every creditor, and three-fourths in value of the creditors present at the adjourned meeting may by resolution suspend the bankruptcy proceedings, and administer the estate as they shall direct. The bankrupt may then, after full discovery of his estate, apply for his discharge.

12. At the first meeting after adjudication, or at any meeting for the purpose, of which ten days' notice has been gazetted, three-fourths in number and value of the creditors present or represented may resolve that the estate be wound

up under a deed; the registrar, within four days, reports this to the Court, the bankrupt or a creditor nominated in that behalf by the meeting applies to the Court to stay proceedings, and if the resolution has been duly carried, is reasonable, and calculated to benefit the general body of the creditors, the Court confirms the deed and gives directions as to interim management of the estate, &c. The bankrupt or creditor then produces the deed to the Court within the time for which the proceedings are stayed, and if the Court is satisfied that it is signed by or on behalf of three-fourths in number and value, and fulfils the above requirements, a declaration of its complete execution is made. The deed is directed to be registered by the Chief Registrar and the bankruptcy annulled. Bankruptcy Act, 1861, ss. 185—6—7.

13. Deeds executed and registered under the following circumstances are valid:—A majority in number representing three-fourths of the creditors of £10 or more must in writing approve thereof. Every trustee appointed by the deed must execute; the execution by the debtor must be attested by an attorney or solicitor, and the deed stamped and registered within twenty-eight days; together with the deed must be filed an affidavit or certificate of the requisite number having approved of it in writing. The value of the property and credits, and of the truth of the accompanying statement of account must also be sworn to. Immediately on the execution of the deed by the debtor he must give possession of all the property comprised in it to the trustees, and the covenants must be reasonable and for the general benefit of all the creditors. Bankruptcy Act, 1861, s. 192.

14. If the Court shall be of opinion that there is ground for charging the bankrupt with misdemeanour, and on trial for such offence the bankrupt is convicted, or if the Court is of opinion that the bankrupt traded by means of fictitious capital, that he contracted debts without reasonable grounds of expectation to be able to pay them, or that (if a trader), he has, with intent to conceal the true state of his affairs, omitted to keep proper books of account, or has been guilty of rash and hazardous speculation, or unjustifiable extravagance, or of vexatious defence, the Court may refuse or suspend the order of discharge, or annex conditions thereto. Bankruptcy Act, 1861, s. 159.

15. The order of discharge releases the bankrupt from all debts, claims, and demands proveable under the bankruptcy; and if, after it takes effect, he be arrested or sued for any such debt, &c., he should enter an appearance, and plead that the cause of action arose before he became bankrupt. The order of discharge is sufficient evidence of the bankruptcy, and the proceedings thereunder, and, on application, the Court, or a judge of the superior court, will discharge him. Bankruptcy Act, 1861, ss. 161, 162.

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

(By J. BRADFORD and G. KENRICK.)

1. By 18 & 19 Vict. c. 126, summary jurisdiction is given to magistrates in cases of simple larceny, where, in the opinion of the justices, the value of the property stolen does not exceed five shillings, and in cases where the charge is of an attempt to commit either larceny from the person or simple larceny.

2. The last-mentioned Act contains a proviso, that if the person charged does not consent to have the case so heard and determined, and in certain other cases therein mentioned, the justices shall deal with the case as if the Act had not passed. The same Act contains a further provision that where any person is charged at petty sessions with simple larceny of property of greater value than five shillings, or with stealing from the person, or with larceny as a clerk or servant, and the case appears to be one which may be properly dealt with under such Act, the accused may plead guilty, which plea the justices may enter on the proceedings, and thereupon commit the offender to prison with or without hard labour for any term not exceeding six calendar months.

3. Embezzlement is distinguished from larceny in that in the former case the property feloniously appropriated is not at the time of the offence in the possession of the owner, but is received by a clerk or servant, or person acting as such, by virtue of his employment and in the course of his duty and fraudulently appropriated before it comes into such possession. If the property stolen at the time of the taking was in the possession of the owner, the offence is larceny.

4. If on the trial of any person indicted for embezzlement, it is proved that he was guilty of larceny, the jury should find that such person is not guilty of embezzlement, but is guilty of larceny, and thereupon such person is liable to be punished in the same manner as if he had been convicted upon an indictment for such larceny, and *vice versa*.

5. Three acts of embezzlement may be charged in the same indictment; the acts must have been committed within six months of each other, and must be in respect of the property of the same owner.

6. Where a prisoner charged with having been previously convicted of felony, of an indictable misdemeanour, or of an offence or offences punishable upon summary conviction, is arraigned for a subsequent offence under the Larceny Act, 24 & 25 Vict. c. 96, or the Coinage Act, 24 & 25 Vict. c. 99, it is provided that he shall be arraigned in the first instance on so much of the indictment as relates to the subsequent offence, and after the inquiry on such subsequent offence is concluded, he shall be asked whether he has been previously convicted as alleged in the indictment. If he does not admit the conviction, the inquiry is to proceed thereon. If, however, the prisoner adduces evidence as to character, the whole indictment is to be inquired into in the first instance. A previous conviction is proved by a copy thereof purporting to be signed by the proper officer, evidence being given as to his signature and official character, and identifying the prisoner with the person referred to in such copy. Roscoe, 212, 213.

7. Burglary is the offence of breaking and entering a dwelling-house by night with intent to commit a felony. It differs from entering a dwelling-house at night with intent to commit a felony therein, as the latter offence does not include any "breaking."

8. The 14 & 15 Vict. c. 100, gives the Court power, on the trial of any indictment for any felony or misdemeanour, to amend such indictment if there appears any variance between such indictment and the proof as to names, dates, or descriptions of matters and circumstances not material to the merits of the case, and where it appears that the defendant cannot be prejudiced thereby in his defence on the merits, on such terms as to postponing the trial or otherwise as it may think reasonable.

9. There are two kinds of "challenge" which may be open to a prisoner: a challenge to the array or to the polls. The former is a general objection to the whole panel on the ground of partiality of the returning officer. Challenges to the polls are either peremptory or for cause. In cases of felony the prisoner is allowed twenty peremptory challenges, and no more. In cases of misdemeanour there is no right of peremptory challenge. An objection to a juror should be taken before he is sworn.

10. A foreigner has a right to be tried by a jury *de medietate lingue*; that is, one-half aliens.

11. The admissions of the prisoner may be given against him at the trial where such admissions have been made voluntary and freely without the inducement of promises or threatenings. Under the 11 & 12 Vict. c. 42, ss. 17, 18, after the examination of witnesses on the part of the prosecution, when a person is brought before a justice or justices charged with an indictable offence, the depositions are directed to be read over to the accused, who is then to be invited by one of the justices, after giving the warning in the statute mentioned, to make any statement he may think fit; any statement made thereupon is to be taken down in writing and appended to the depositions, and may, on proof that the statute has been complied with, be used as evidence on the trial.

12. Where a witness who has made a deposition upon the preliminary inquiry before the justices dies before the trial, such deposition may be used in evidence at the trial if the deposition was regularly taken, and there was an opportunity for cross-examination on behalf of the prisoner. Proof must be given of the death of witness, and of the depositions having been taken in compliance with the statute.

13. In general husband and wife are not competent to give evidence against each other in criminal proceedings. There are exceptions in cases of high treason, and where the offence is an injury committed by one of them to the person of the other. The general rule of exclusion does not apply to unmarried people who cohabit with each other, though this has been doubted. *Campbell v. Tweedlow*, 1 Price, 81.

14. The function of the grand jury is to conduct a preliminary *ex parte* investigation of the charge made against a prisoner, with a view of preventing him being put on his trial where there is not a sufficient *prima facie* case made out against him.

15. In cases where a tenant for any term not exceeding seven years, without rent, or at a rent not exceeding £20 per annum, where there has been no fine, holds over after his interest has been legally determined and a proper notice of intention to apply to the justices has been served, a warrant may be obtained for delivery of possession within a day therein named, not less than twenty-one days, and not more than thirty days from the date of such warrant. Stone's Jus. Man. 223.

COURT PAPERS.

ADMISSION OF ATTORNEYS.

Trinity Term, 1866.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Monday, June 11; Tuesday, June 12.

ADMISSION OF SOLICITORS.

Trinity Term, 1866.

The Master of the Rolls has appointed Tuesday, the 12th of June, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Monday, the 11th June.

The papers of those gentlemen who cannot be admitted in common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 31, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87½	Annuities, April, '85 13½
Ditto for Account, June 6, 86½	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 85½	Ex Bills, £1000, 3 per Ct. dis
New 3 per Cent., 85½	Ditto, £500, Do. 5s. dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do. 3s. dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 8½ per
Do. 5 per Cent., Jan. '73 —	Ct. (last half-year) 247½
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 210½	Ind. Inf. Pr., 5 p Ct., Jan. '72 101
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70, 106	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '66 100
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, 8 dis
Ditto Enfaced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, — pm

INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	£ s. d.	...
4000	40 pc & bs	County ...	100	10 0 0	...
40000	8 per cent	Eagle ...	50	5 0 0	...
10000	7½ & 8d pc	Equity and Law ...	100	6 0 0	...
20000	5½ & 3d pc	English & Scot. Law Life	50	3 10 0	...
3000	5 & 3 p sh b	Gresham Life ...	20	5 0 0	...
20000	5 per cent	Guardian ...	100	50 0 0	...
20000	7 per cent	Home & Col. Ass., Ltd.	50	5 0 0	...
7500	16 per cent	Imperial Life ...	100	10 0 0	20½
50000	10 per cent	Law Fire ...	100	2 10 0	...
10000	3½ p cent	Law Life ...	100	10 0 0	...
100000	8 p cent	Law Union ...	10	0 10 0	18
20000	6s p share	Legal & General Life	50	6 9 0	...
20000	5 per cent	London & Provincial Life	50	3 12 6	...
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	...
2500	12½ & bns	Provident Life ...	100	10 0 0	...
689220	20 per cent	Royal Exchange ...	Stock	All	296
1500	6½ p cent	Union ...	200	20 0 0	...
—	6½ p cent	Sun Fire	All	...
4000	...	Do. Life	All	...

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1. By 18 & 19 Vict. c. 126, summary jurisdiction is given to magistrates in cases of simple larceny, where, in the opinion of the justices, the value of the property stolen does not exceed five shillings, and in cases where the charge is of an attempt to commit either larceny from the person or simple larceny.

2. The last-mentioned Act contains a proviso, that if the person charged does not consent to have the case so heard and determined, and in certain other cases therein mentioned, the justices shall deal with the case as if the Act had not passed. The same Act contains a further provision that where any person is charged at petty sessions with simple larceny of property of greater value than five shillings, or with stealing from the person, or with larceny as a clerk or servant, and the case appears to be one which may be properly dealt with under such Act, the accused may plead guilty, which plea the justices may enter on the proceedings, and thereupon commit the offender to prison with or without hard labour for any term not exceeding six calendar months.

3. Embezzlement is distinguished from larceny in that in the former case the property feloniously appropriated is not at the time of the offence in the possession of the owner, but is received by a clerk or servant, or person acting as such, by virtue of his employment and in the course of his duty and fraudulently appropriated before it comes into such possession. If the property stolen at the time of the taking was in the possession of the owner, the offence is larceny.

4. If on the trial of any person indicted for embezzlement, it is proved that he was guilty of larceny, the jury should find that such person is not guilty of embezzlement, but is guilty of larceny, and thereupon such person is liable to be punished in the same manner as if he had been convicted upon an indictment for such larceny, and *vice versa*.

5. Three acts of embezzlement may be charged in the same indictment; the acts must have been committed within six months of each other, and must be in respect of the property of the same owner.

6. Where a prisoner charged with having been previously convicted of felony, of an indictable misdemeanour, or of an offence or offences punishable upon summary conviction, is arraigned for a subsequent offence under the Larceny Act, 24 & 25 Vict. c. 96, or the Coinage Act, 24 & 25 Vict. c. 99, it is provided that he shall be arraigned in the first instance on so much of the indictment as relates to the subsequent offence, and after the inquiry on such subsequent offence is concluded, he shall be asked whether he has been previously convicted as alleged in the indictment. If he does not admit the conviction, the inquiry is to proceed thereon. If, however, the prisoner adduces evidence as to character, the whole indictment is to be inquired into in the first instance. A previous conviction is proved by a copy thereof purporting to be signed by the proper officer, evidence being given as to his signature and official character, and identifying the prisoner with the person referred to in such copy. Roscoe, 212, 213.

7. Burglary is the offence of breaking and entering a dwelling-house by night with intent to commit a felony. It differs from entering a dwelling-house at night with intent to commit a felony therein, as the latter offence does not include any "breaking."

8. The 14 & 15 Vict. c. 100, gives the Court power, on the trial of any indictment for any felony or misdemeanour, to amend such indictment if there appears any variance between such indictment and the proof as to names, dates, or descriptions of matters and circumstances not material to the merits of the case, and where it appears that the defendant cannot be prejudiced thereby in his defence on the merits, on such terms as to postponing the trial or otherwise as it may think reasonable.

9. There are two kinds of "challenge" which may be open to a prisoner: a challenge to the array or to the polls. The former is a general objection to the whole panel on the ground of partiality of the returning officer. Challenges to the polls are either peremptory or for cause. In cases of felony the prisoner is allowed twenty peremptory challenges, and no more. In cases of misdemeanour there is no right of peremptory challenge. An objection to a juror should be taken before he is sworn.

10. A foreigner has a right to be tried by a jury *de medietate lingue*; that is, one-half aliens.

11. The admissions of the prisoner may be given against him at the trial where such admissions have been made voluntary and freely without the inducement of promises or threatenings. Under the 11 & 12 Vict. c. 42, ss. 17, 18, after the examination of witnesses on the part of the prosecution, when a person is brought before a justice or justices charged with an indictable offence, the depositions are directed to be read over to the accused, who is then to be invited by one of the justices, after giving the warning in the statute mentioned, to make any statement he may think fit; any statement made thereupon is to be taken down in writing and appended to the depositions, and may, on proof that the statute has been complied with, be used as evidence on the trial.

12. Where a witness who has made a deposition upon the preliminary inquiry before the justices dies before the trial, such deposition may be used in evidence at the trial if the deposition was regularly taken, and there was an opportunity for cross-examination on behalf of the prisoner. Proof must be given of the death of witness, and of the depositions having been taken in compliance with the statute.

13. In general husband and wife are not competent to give evidence against each other in criminal proceedings. There are exceptions in cases of high treason, and where the offence is an injury committed by one of them to the person of the other. The general rule of exclusion does not apply to unmarried people who cohabit with each other, though this has been doubted. *Campbell v. Trevelyan*, 1 Price, 81.

14. The function of the grand jury is to conduct a preliminary *ex parte* investigation of the charge made against a prisoner, with a view of preventing him being put on his trial where there is not a sufficient *prima facie* case made out against him.

15. In cases where a tenant for any term not exceeding seven years, without rent, or at a rent not exceeding £20 per annum, where there has been no fine, holds over after his interest has been legally determined and a proper notice of intention to apply to the justices has been served, a warrant may be obtained for delivery of possession within a day therein named, not less than twenty-one days, and not more than thirty days from the date of such warrant. *Stone's Jus. Man.* 223.

COURT PAPERS.

ADMISSION OF ATTORNEYS.

Trinity Term, 1866.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Monday, June 11; Tuesday, June 12.

ADMISSION OF SOLICITORS.

Trinity Term, 1866.

The Master of the Rolls has appointed Tuesday, the 12th of June, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Monday, the 11th June.

The papers of those gentlemen who cannot be admitted in common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 31, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87½	Annuities, April, '85 13½
Ditto for Account, June 6, 86½	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 85½	Ex Billa, £1000, 3 per Ct. dis
New 3 per Cent., 87½	Ditto, £300, Do. 3s. dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do. 3s. dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per
Do. 5 per Cent., Jan. '73 —	Ct. (last half-year) 247½
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 210½	Ind. Enf. Fr., 5 p Ct., Jan. '72 101
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70, 106	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '81 —
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '66 100
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, 8 dis
Ditto Enfaced Fpr., 4 per Cent. —	Ditto, ditto, under £1000, — pm

INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bns	Clerical, Med. & Gen. Life	£	£ s. d.	
4000	40 pc & bs	County	100	10 0 0	...
40000	8 per cent	Eagle	50	5 0 0	...
10000	7½ is 8d pc	Equity and Law ...	100	6 0 0	...
20000	5½ 14s 3d pc	English & Scot. Law Life	50	3 10 0	...
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	...
20000	5 per cent	Guardian	100	50 0 0	...
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	...
7500	16 per cent	Imperial Life	100	10 0 0	20½
50000	10 per cent	Law Fire	100	2 10 0	...
10000	32½ pr cent	Law Life	100	10 0 0	...
100000	8 pr cent	Law Union	10	0 10 0	16
20000	6s p share	Legal & General Life	50	6 9 0	...
20000	5 per cent	London & Provincial Law	50	3 12 6	...
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	...
2500	12½ & bns	Provident Life	100	10 0 0	...
689220	20 per cent	Royal Exchange... ..	Stock	All	296
1500	68½ pr cent	Union	200	20 0 0	...
—	6½ pr cent	Sun Fire	All	...
4000	...	Do. Life	All	...

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	128
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	55
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	121½
Stock	London, Brighton, and South Coast	100	96
Stock	London, Chatham, and Dover	100	28
Stock	London and North-Western	100	118
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	62
Stock	Metropolitan	100	127½
10	Do., New	7	28 pm
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	56
Stock	North London	100	122
10	Do., 1864	5	7
Stock	North Staffordshire	100	75
Stock	Scottish Central	100	150
Stock	South Devon	100	50
Stock	South-Eastern	100	71
Stock	Taff Vale	100	143
10	Do., C	8	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday night.

Since our last monetary and mercantile review there has been, as we anticipated, a decided change for the better. The improvement was especially noticeable on Saturday last. It received a check, however, when, on Monday morning, it was made known that the Consolidated Bank had closed its doors. But order is now being restored out of the chaos which the recent financial events have brought about, and there can be no doubt that, as the spring advances, there will be a return to sound commercial transactions.

The principal cause of the pressure and difficulty through which we have just passed is the locking-up of money in securities which require time to secure realisation. This has been known to some unprincipled speculators who, by means of time-bargains, have caused depression in the value of shares, and a panic amongst the holders of them, who have rushed on the market to sell. It is rumoured in city circles that the law officers of the Crown are now engaged in framing a bill to declare time-bargains illegal. Such a measure, though it would restrict the business of stock-brokers, would have a salutary effect in many ways; and when it is considered that the Legislature have interposed to put down betting-houses, and, it is said, intend to remove the exemption which art unions now enjoy of not being subject to the lottery laws, because of the spirit of gambling which they engender, it would only appear to be consistent to strike at the gigantic gaming-table of the Stock Exchange.

At the third ordinary meeting of the Brazilian and Portuguese Bank, the net profits were reported to be £23,125, which were carried to the reserve fund.

On Tuesday the directors of the Consolidated Bank met to see what could be done to resume business, but the result of the meeting has not yet been transferred.

On Monday the Consolidated Bank's notice of suspension was made public. It was established in 1863, having taken over the business of Messrs. Kennard & Co., Messrs. Hankey & Co., and the Bank of Manchester (Limited). The number of shareholders is about 120, and the paid-up capital £600,000. A petition has been presented to wind-up.

The stoppage of Messrs. Conbrough & Co. was announced on Friday last, with liabilities amounting to £150,000. This is one of the class of failures which we stated last week we feared might ensue. It is attributed to the depreciation in the price of cotton.

To day there has been a free demand for money, and the supply is satisfactory. Very little is doing under the Bank minimum of 10 per cent.

Speculation to a great extent has not prevailed to-day, but there have been investments in Consols at 87½ for money. The price for the account *ex div* is 86½. Reduced 85½ to ¾.

The railway share market has presented some features of activity, and prices are maintained.

International Finance shares are 3 to 3½, General Credit 2½ to 3½, Credit Foncier 2½ to 2½ dis., London Financial 16 to 14 dis.

Bank shares have advanced generally. There has been an increase of business in this department, but little has been done in insurance shares.

No change was made to day in the Bank minimum. The

private securities held are represented by £33,447,463, being the highest point they have ever reached.

The Four and a-Half per Cent. French Rentes are 94f. 24c. Three per Cents. 65f.

In Vice-Chancellor Wood's court to-day a motion to restrain the English Joint Stock Bank from parting with certain bills of exchange stood over, it being stated by counsel that the bills were already out of the banker's possession.

To-morrow (Friday) petitions to wind-up Overend, Gurney, & Co. (Limited), will be heard before Vice-Chancellor Kindersley.

On Wednesday, at a Wharfedale meeting of the shareholders in the East London Railway Company, the two bills now before Parliament were unanimously approved. Mr. Bristow, the solicitor, read the clauses, and stated that no fresh capital would be needed.

Mr. Holyland (Holyland, Price, & Waterhouse) has been appointed provisional official liquidator of the Financial Corporation (Limited).

Mr. Chatteris has been appointed official liquidator of Humber Iron Works Company (Limited).

The appointment of Mr. C. F. Kemp as official liquidator of the Contract Corporation, has been confirmed by Lord Romilly.

Two petitions which had been presented to wind up the Bank of Turkey have been withdrawn, the petitioners being satisfied with the liquidators appointed under the voluntary winding-up.

Promoters must have had a busy time, for there were no less than twenty-four winding-up petitions in Lord Romilly's paper on Monday.

In the building trade there is considerable activity, and this is a class of business in which the readers of this journal are interested.

The following circular has been sent to the shareholders of the Inns of Court Hotel Company:—"In sending the within notice, I beg to state that the call has been rendered necessary owing to the state of the money market, which at present prevents our debentures from being taken up, and our bankers from accommodating us with a sufficient advance." A call of £1 per share has been made, making £9 per £10 share paid.

Petitions have been presented to wind up the Strand Hotel Company (Limited), and the London and Paris Hotel Company (Limited); the former will be heard before Lord Romilly on the 9th, and the latter before Vice-Chancellor Kindersley on the 8th of June.

GURNEY'S NOTES.—At the meeting held in Norwich, at the commencement of the prevailing panic, to vote confidence in Gurney's bank, Sir S. Bignold told a panic anecdote. He recollected hearing some months ago that an old lady rushed to the bank with a deposit note, and on being asked whether she would have bank notes or gold, although previously under the influence of a sort of panic, she said, apparently very indignantly, "No, give me Gurney's notes." The notes were given to her, she put them into her pocket with the utmost possible content, and the result has proved that she was justified in that contentment.

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

May 25.—By Messrs. NORTON, TRIST, & Co.
Leasehold, 2 houses and shops, situate in Crown-street, Harrow, let at £48 per annum; term, 94 years unexpired, at £8 per annum—Sold for £510.
Freehold house, being No. 1, College-villas, College-road, Harrow-on-the-Hill, let at £50 per annum—Sold for £500.
Freehold house, being No. 2, College-villas, College-road, Harrow-on-the-Hill, let at £45 per annum—Sold for £500.
Freehold house, being No. 3, College-villas, College-road, Harrow-on-the-Hill, let at £45 per annum—Sold for £500.
Freehold house, being No. 4, College-villas, College-road, Harrow-on-the-Hill, in hand—Sold for £495.
Freehold, Chigwell Rectory Farm, situate at Chigwell, Essex, comprising cottage, buildings, and 19a 0r 31p of arable, meadow, and pasture land—Sold for £1,850.
Freehold, 5a 3r 30p of arable land, known as Cowhouse Field, situate as above—Sold for £450.
Freehold, 21a 0r 5p of arable land with the buildings thereon, situate as above—Sold for £1,370.

May 29.—By Messrs. DANIEL SMITH, SON, & OAKLEY.
Freehold mansion, with gardens and pleasure grounds, park, shrubberies, plantations, and pastures, known as Camfield place, situate in the parishes of Watfield and Essenden, Herts, the whole containing 171a 1r 21p—Sold for £25,000.
Freehold, 32a 6r 30p of pasture land, known as Bird's place-park, situate as above—Sold for £3,400.
Copyhold, 0a 3r 4p of garden ground, situate as above—Sold for £190.
Freehold house and shop, and 4 cottages adjoining, situate as above—Sold for £500.

AT THE GUILDHALL HOTEL.

May 29.—By Messrs. DRIVER.
Freehold, the Hindlip Hall Estate, comprising mansion house, together with several farms of arable and pasture land, with farm houses, buildings, and cottages, comprising 965 acres, producing £1,883 per annum, together with the manor of Hindlip Hall, and

advowson and next presentation to the rectory of Hindlep, Worcestershire—Sold for £77,500.

Freehold residence, with gardens, pleasure-grounds, cottage, coach-house, stabling and meadow land, containing about 12 acres, situate at Acton-green, Middlesex—Sold for £5,000.

Freehold residence, known as Suffolk Lodge, Hanger-lane, Stamford-hill, with grounds, stabling, and pasture land, containing 4a 2r 37p—Sold for £3,300.

Freehold, 6a 2r 38p of building land, situate as above—Sold for £510.

Freehold, 0a 3r 3p of building land, situate as above—Sold for £500.

Freehold, 0a 2r 7p of building land, situate as above—Sold for £310.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BINSTEED—On May 28, at Southsea, Hants, the wife of C. H. Binstead, Esq., Solicitor, of a daughter.

GRAIN—On May 26, at Cambridge, the wife of F. Grain, Esq., Solicitor, of twins.

DEATHS.

CHAMBERLAIN—On May 28, at Desford, Leicestershire, W. Chamberlain, Esq., Solicitor, aged 28.

GAINSFORD—On May 25, at Bognor, Matilda, daughter of the late E. B. C. Gainsford, Esq., Solicitor, Champsid, aged 26.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BLAKE, JOHN, Norwich, Solicitor, ELIZABETH MILLS, Widow, and CATHERINE MILLS, Spinster, both of Brighton. £660 is. New £3 per Cent. Annuities—Claimed by J. J. Blake, acting executor of said J. Blake, deceased, who was the survivor.

JOHNSON, MARY ELIZABETH, Pallinivrick, Limerick. Spinster. £104 8s. 9d. Consolidated £3 per Cent. Annuities—Claimed by said M. E. Johnson.

LONDON GAZETTES

Winding-up of Joint Stock Companies.

FRIDAY, May 25, 1866.

LIMITED IN CHANCERY.

English Joint Stock Bank (Limited).—Petition for winding-up, presented May 23, directed to be heard before the Master of the Rolls on June 2. Prall & Nickinson, Chancery-lane, solicitors for the petitioners.

European Bank (Limited).—Petition for winding-up, presented May 21, directed to be heard before the Master of the Rolls on June 2. Lawrence, Fenchurch-st, solicitor for the petitioners. Frederick Whinney, 6, Serle-st, Lincoln's-inn, and Charles Fitch Kemp, 8, Walbrook, provisional official liquidators.

Imperial Agency Company (Limited).—Vice-Chancellor Wood has fixed June 6, at 3.30, at his chambers, for the appointment of an official liquidator.

Imperial Mercantile Credit Association (Limited).—Petition for winding-up, presented May 23, directed to be heard before the Master of the Rolls on June 2. Linklaters & Co, Walbrook, solicitors for the petitioner.

London and Mediterranean Bank (Limited).—Petition for winding-up, presented May 22, directed to be heard before the Master of the Rolls on June 2. Miller, Cophall-c, solicitor for the petitioner.

New Zealand Banking Corporation (Limited).—Petition for winding-up, presented May 22, directed to be heard before the Master of the Rolls on June 2. Mackenzie & Co, Gresham House, Old Broad-st, solicitors for the petitioner.

TUESDAY, May 29, 1866.

LIMITED IN CHANCERY.

Bristol Brewing Company (Limited).—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to Samuel Alexander, 49, Broad-st, Bristol. Thursday, June 14 at 12, has been appointed for the parties to prove their debts and claims.

Consolidated Bank (Limited).—Petition for winding-up, presented May 28, directed to be heard before Vice-Chancellor Stuart on June 8. Greenfield, Lancaster-pl, Strand, solicitor for the petitioners.

London and Paris Hotel Company (Limited).—Petition for winding-up, presented May 29, directed to be heard before Vice-Chancellor Kindersley on June 8. Nash & Co, Suffolk-lane, Cannon-st, solicitors for the petitioners.

Moore, McQueen, & Co (Limited).—Petition for winding-up, presented May 28, directed to be heard before the Master of the Rolls on June 9. Duncan & Merton, Southampton-st, Bloomsbury, solicitors for the petitioner.

Strand Hotel Company (Limited).—Petition for winding-up, presented May 25, directed to be heard before the Master of the Rolls on June 9. G. S. & H. Brandon, Essex-st, Strand, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 25, 1866.

Ingle, Wright, Esq, Grosvenor-sq, St George. June 18. Ingle v Watson, V C Stuart.

Martin, Richard, Giesburn, York. June 19. Hargreaves v Hutchinson, V C Kindersley.

Waddell, Rosetta, Holford House, Regent's-park. June 25. Hicks v Harrison, M. R.

TUESDAY, May 29, 1866.

Theriton, Thos, Kendal, Westmorland, Corn Dealer. June 22. Simm v Edmondson, M. R.

Bouck, John Twemlow, Manch, Manufacturing Chemist. June 29. Bouck v Bouck, V. C. Stuart.

Allen, Rev Hy, Patcham, Sussex, Clerk. June 10. Allen v Allen, V. C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 25, 1866.

Allison, Ralph, Adelaide-rd, Haverstock-hill, Pianoforte Manufacturer. June 20. Jeanneret, Dane's-inn, Strand.

Cotchin, Joseph, Leighton Buzzard, Bedford, Farmer. June 12. Pettit, Leighton Buzzard.

Cunliffe, Wm, Rochdale, Lancaster, Innkeeper. June 30. Mellor, Rochdale.

Dawes, Geo, New Sarum, Wilts, Carrier. July 31. Hill, Salisbury.

D'Usayer, Hy, Gower-st, Bedford-sq, Gent. July 25. Tippetts & Son, Sise-lane.

Hearsey, General Sir John Bennett, K.C.B., Boulogne-sur-Mer, France. July 31. Brockman & Harrison, Folkestone.

Johnson, Rev. Jas, Byford, Hereford, Clerk. July 1. Humphrys & Son, Hereford.

Meatyrd, Hy, Salisbury, Wilts, Wine Merchant. July 31. Hill, Salisbury.

Morford, John, Sandgate, Kent, Butcher. July 31. Brockman & Harrison, Folkestone.

TUESDAY, May 29, 1866.

Beeley, Jonathan, Hayton, Nottingham, Farmer. Sept 1. Moe & Co, East Retford.

Bishop, Wm, Cambridge, Esq. June 30. Eaden, Cambridge.

Bishop, John, Caroline-st, Pimlico, Gent. June 30. Warry & Co, Lincoln's-inn-fields.

Collins, Mary Anne, Stamford-hill, Spinster. July 10. Williams & James, Lincoln's-inn-fields.

Corker, Thos, Croydon, Surrey, Currier. June 30. Richards, Croydon.

Duke, Wm, Jewry-st, Aldgate, Tailor. July 14. Claris, Dover.

Gordon, Geo, Shrewsbury, Salop, Attorney. June 1. Morris, Shrewsbury.

Hallewell, Hannah, Kirkbymoorside, York, Widow. Aug 1. Barr & Co, Leeds.

Holdforth, Albert Hycinth, Union-c, Old Broad-st, Merchant. June 30. Tennant & Co, Leeds.

Lyles, Abigail, Gt Abington, Cambridge, Widow. June 30. Eaden, Cambridge.

Lyles, John, Gt Abington, Cambridge, Farmer. June 30. Eaden, Cambridge.

Maesina Adelaide, Dowager Countess of Meath, Pembroke-sq, Bayswater, Widow. June 30. Farrer & Co, Lincoln's-inn-fields.

Mount, Hy, Neckington, Kent, Gent. Aug 1. Fielding, Canterbury.

Olive, Edwd, Buxted, Sussex, Yeoman. July 1. Langham, Uckfield.

Orton, John, jun, Hinckley, Warwick, Farmer. Sept 23. Miles & Co, Leicester.

Pickard, Christopher, Batley, York. July 30. Payne & Co, Leeds.

Roberts, Edwd, Ludlow, Salop, Saddler. July 10. Southern & Lloyd, Ludlow.

Root, John, Stanway, Essex, Farmer. July 25. Philbrick, Colchester.

Salkeld, Rev Robt, Fontmell Magna, Dorset. July 2. Wilson, Farnham.

Smith, Eliz Caroline, Alfred-st, Bedford-sq, Spinster. July 10. Aitkens, Lincoln's-inn-fields.

Swayne, John, Wilton, Wilts, Gent. July 25. Randall, Wilton.

Thorne, Betsey, Charlotte-st, Fitzroy-sq, Widow. June 24. Saffery, Tooley-st, London-bridge.

Townshend, Charlotte, St Leonards, Sussex. June 30. Farrer & Co, Lincoln's-inn-fields.

Whibley, David, Brasted, Kent, Farmer. July 11. Alleyne & Walker, Tonbridge.

Worster, Wm, Northampton, Wine Merchant. Aug 25. Dennis, Northampton.

Assignments for Benefit of Creditors.

FRIDAY, May 25, 1866.

Lindsay, Hugh Hamilton, Robt Crawford Antrobus, Alex Michie, & John Springfield Robison, Shanghai, China, Merchants. May 1. Flews, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 25, 1866.

Barber, Thos Creasy, Gravesend, Kent, Leather Seller. April 25. Asst Reg May 23.

Bezant, Fredk, Trowbridge, Wilts, Draper. May 2. Asst. Reg May 24.

Boardman, Ralph, Ashton-under-Lyne, Lancaster, Agent. April 28. Asst. Reg May 25.

Boyd, Chas, The Grove, Hammersmith, Gent. May 9. Comp. Reg May 25.

Briercliffe, Thos, Bolton, Lancaster, Cotton Dealer. April 26. Asst. Reg May 23.

Brotheridge, Chas, Ellesmere, Salop, Grocer. April 23. Asst. Reg May 23.

Cawie, Wm Bridger, Rogate, Sussex, Grocer. April 27. Asst. Reg May 24.

Chandler, Matilda, Hulme, Lancaster, Widow. May 15. Comp. Reg May 24.

Chatterton, Percy, Edgware-rd, Surgeon. May 1. Comp. Reg May 24.

Cooper, Benj, Wordsley, Stafford, Coal Merchant. May 1. Asst. Reg May 25.

Crowson, John, Oakham, Rutland, Brewer. May 1. Asst. Reg May 24.

Davey, Chas, Salvington, nr Worthing, Sussex, Miller. April 25. Asst. Reg May 23.

Davies, John, Birm, Hatter. May 15. Comp. Reg May 23.

Edmett, Jas, Long-acre, Glas and Sign Writer. May 23. Comp. Reg May 24.

Eno, John, Spilsby, Lincoln, Farmer. May 4. Asst. Reg May 24.

Ewin, Robt Cecil, Farnival's-inn, Holborn, Colonial Merchant. May 24. Comp. Reg May 25.

- Foster, Edwd, Preston, Lancashire, Druggist. May 12. Comp. Reg May 24.
- Francis, John Hy, Northampton, Milliner. May 3. Asst. Reg May 23.
- Garforth, John, Sheffield, Chemist. May 9. Asst. Reg May 21.
- Greenhill, Richd, Bath, Miller. May 14. Comp. Reg May 24.
- Grigg, Thos, Stokeclimland, Cornwall, Innkeeper. May 14. Comp. Reg May 24.
- Goodwin, Wm, Ipswich, Suffolk, Watch and Clock Maker. May 15. Comp. Reg May 24.
- Holden, Wm, Eccleshill, Leicaster, Farmer. April 28. Asst. Howells, Edwd, Woolhope, nr Ledbury, Hereford, Farmer. May 4. Asst. Reg May 24.
- John, David, Llangefelach, Glamorgan, Labourer. April 27. Comp. Reg May 23.
- Johnson, John Turlong, Bath, Hatter. May 1. Asst. Reg May 25.
- Johnstone, Arthur Hy John, Clutton, Captain R.N. March 26. Comp. Reg May 24.
- Keywell, Thos, Princes-ter, Fulham, Cheesemonger. April 25. Asst. Reg May 23.
- Kirkwood, Jas Taitt, Lower Homerton, Middx, Secretary. April 3. Comp. Reg May 24.
- Knowles, Chas, Lincoln, Coach Builder. May 15. Asst. Reg May 24.
- Lewis, Simon, Tranmere, Chester, Chemist. April 28. Asst. Reg May 23.
- Lewis, Wm, & Llewellyn Lewis, Llantrisant, Glamorgan, Contractors. May 9. Comp. Reg May 24.
- Lewtas, Joseph, Manch, Window Blind Manufacturer. May 22. Comp. Reg May 23.
- Maidwell, Libbey, Methwold, Norfolk, Painter. May 1. Asst. Reg May 24.
- Mason, Nathaniel Haslope, St Leonard's-on-Sea, Sussex, Schoolmaster. April 28. Comp. Reg May 23.
- Middleton, Martin, Lpool, Draper. May 11. Asst. Reg May 24.
- Mills, Robt, & John Mills, jun, Jarrow, Durham, Drapers. April 30. Comp. Reg May 24.
- Mitchell, Joseph, St Austell, Cornwall, Shoemaker. May 4. Asst. Reg May 24.
- Morgan, Jas, & Jas Hy Tait Bowsher, Bristol, Timber Merchants. April 28. Asst. Reg May 24.
- Morris, Jas Edwd, Watford, Hertford, Baker. May 12. Comp. Reg May 24.
- Narracott, Richd Matthew, Lpool, Hotel Keeper. May 14. Comp. Reg May 24.
- Niner, Alap Gardner, Regent-st, China Dealer. April 25. Asst. Reg May 23.
- Nutter, Fredk Chas, & Thos Wm Molyneux, Twister's-alley, Bunhill-row, Stay Manufacturers. May 4. Asst. Reg May 25.
- Ogden, Robt Cross, & Thos Ogden, Whitefield, nr Manch, Silk Merchants. April 23. Asst. Reg May 23.
- Onions, Hy, Wolverhampton, Stafford, Shoe Tip Manufacturer. May 2. Asst. Reg May 23.
- Parson, Wm, Chatham, Kent, Grocer. May 22. Comp. Reg May 25.
- Pearce, Saml, jun, Lpool, Ship Broker. May 10. Asst. Reg May 24.
- Pearse, Thos, Bath, Bootmaker. April 28. Asst. Reg May 24.
- Pickard, Wm Roy, Eiton, York, Butcher. May 1. Asst. Reg May 24.
- Pillinger, Geo, New Ormond-st, Queen-sq, Comm Agent. May 24. Comp. Reg May 25.
- Pike, Richd Joseph, Sneinton, Nottingham, Insurance Agent. May 1. Asst. Reg May 24.
- Ransford, Thos, Northampton, Railway Clerk. May 7. Comp. Reg May 24.
- Reed, Wm, Langdale-rd, Camberwell, Builder. May 17. Comp. Reg May 24.
- Roberts, John, Lpool, Merchant. April 12. Asst. Reg May 23.
- Roberts, Edwd, Wolverhampton, Stafford, Grocer. May 2. Asst. Reg May 23.
- Scanlan, Chas, Manch, Druggist. May 12. Comp. Reg May 21.
- Shier, John, Lpool, Licensed Victualler. May 19. Comp. Reg May 23.
- Southern, Wm, Manch, Engraver. April 27. Asst. Reg May 24.
- Stafford, Wm Timothy, Bury-st, Clerkenwell, Watch Maker. May 22. Comp. Reg May 24.
- Sutton, Edwd, Wolverhampton, Stafford, Engineer. May 23. Comp. Reg May 25.
- Sykes, Jas Wm, Kirkheaton, York, Grocer. May 4. Asst. Reg May 24.
- Thywissen, Frank, Chapside, Lace Dealer. May 21. Comp. Reg May 24.
- Upson, Geo, Billericay, Essex, Saddler. April 30. Comp. Reg May 23.
- Walsley, Shaftesbury Edwd, East Mersey, Essex, Gent. May 18. Comp. Reg May 23.
- Walsh, John, Wrexham, Denbigh, Provision Dealer. April 28. Comp. Reg May 25.
- Wansbrough, Albert Hy, Weston-super-Mare, Somerset, Draper. May 3. Asst. Reg May 24.
- Whyte, Andrew, Lpool, Comm Merchant. May 15. Comp. Reg May 24.
- Winkle, Barend, Gt St Andrew-st, Cloth Cap Maker. May 17. Comp. Reg May 25.
- Wiseman, John, Sunderland, Durham, Grocer. May 8. Asst. Reg May 24.
- Wright, Fredk, Woodman's-ter, Upper Norwood, Chemist. May 9. Comp. Reg May 23.
- Wright, Geo, South Shields, Durham, Master Mariner. May 17. Comp. Reg May 25.
- Wright, John, Hanley, Stafford, Grocer. May 18. Comp. Reg May 24.
- TUESDAY, May 29, 1866.**
- Adcock, Christopher, Lakenheath, Suffolk, Brewer. April 28. Comp. Reg May 28.
- Bailey, Jas, Bristol, Builder. May 2. Asst. Reg May 29.
- Beachem, Fredk, Brandon-st, Walworth, Timber Merchant. May 23. Comp. Reg May 28.
- Bill, Lewis, St James'-ter, Notting-hill, Hosier. May 11. Comp. Reg May 26.
- Braggins, Jas, Banbury, Oxford, Timber Merchant. May 4. Comp. Reg May 29.
- Broadhurst, Jas, Pembroke Castle, Kensington, Beerhouse Keeper. May 17. Comp. Reg May 29.
- Burchell, John, Wickford, Essex, Grocer. April 28. Asst. Reg May 24.
- Burbridge, John, Moorgate-st, Advertising Agent. May 29. Comp. Reg May 29.
- Crofts, Wm, Herne Bay, Kent, Oyster Culturist. May 24. Comp. Reg May 28.
- Darley, Wesley, & Maximilian Darley, Linslade, Bucks, Wine Merchants. May 1. Asst. Reg May 28.
- Drake, Hy Wm, Bristol, Stationer. May 19. Asst. Reg May 29.
- Felton, John Joseph, Old-st rd, St Luke's, Coachmaker. May 23. Comp. Reg May 28.
- Foakes, Steph Abraham, Colchester, Essex, Linen Draper. April 25. Comp. Reg May 23.
- Hamby, Wm John, St Cleer, Cornwall, Shopkeeper. May 3. Asst. Reg May 28.
- Harrison, Ellen, Norfolk-ter, Westbourne-grove, Tailoress. May 2. Comp. Reg May 18.
- Hight, Frank, London-st, Paddington, Civil Engineer. May 19. Comp. Reg May 28.
- Hitchcock, Fortune Anna, Torquay, Devon, Spinster. May 7. Asst. Reg May 26.
- Hutt, Geo, Stevenston, Southampton, Mealman. May 2. Asst. Reg May 26.
- Jeeks, Herbert Lucas, & Jas Hy Cooper, Wine Merchants. May 12. Comp. Reg May 29.
- Jennings, Wm, Charing, Kent, Grocer. May 17. Asst. Reg May 26.
- Jenkins, John, Pembroke, Joiner. May 7. Asst. Reg May 25.
- Keeler, Thos, Sheffield, Knife Manufacturer. April 28. Asst. Reg May 26.
- Kelly, Alex, Queen's-rd, Bayswater, Government Clerk. May 19. Comp. Reg May 29.
- Lodge, Francis Allan, Crook, Durham, Tailor. May 7. Comp. Reg May 24.
- Madren, Francis, Llandudno, Carnarvon, Builder. May 2. Comp. Reg May 28.
- Nicholls, Joseph, Gellygare, Glamorgan, Grocer. April 28. Asst. Reg May 26.
- Pargeter, Richd, Colchester, Essex, Farmer. April 30. Asst. Reg May 25.
- Parker, Wm, New-st, Brompton-rd, Dairyman. May 23. Comp. Reg May 25.
- Peace, Edwin, & Saml Peace, Sheffield, File Manufacturers. May 2. Comp. Reg May 28.
- Pope, Wm, Bristol, Baker. April 30. Comp. Reg May 29.
- Prince, John Jas, King-st, Hammersmith, Grocer. April 30. Comp. Reg May 26.
- Rider, John Fredk, Leeds, Millwright. April 21. Comp. Reg May 28.
- Ridgway, Thos, Buxton, Derby, Furniture Broker. April 30. Comp. Reg May 28.
- Rocher, Wm, Penton-pl, Newington, Gent. May 26. Comp. Reg May 29.
- Roney, Sir Cusack Patrick, Langham-pl. May 21. Asst. Reg May 25.
- Seymour, Geo, Fenchurch-st, Insurance Agent. April 30. Inspectorship. Reg May 28.
- Smith, Thos, Lpool, Glass Dealer. May 1. Asst. Reg May 28.
- Smith, Joseph, Sheffield, General Dealer. May 22. Comp. Reg May 25.
- Sparrow, Joseph, Northampton, Builder. May 3. Asst. Reg May 25.
- Sutcliffe, John, Bradford, York, Grocer. April 30. Asst. Reg May 28.
- Swale, Sydney, Kingston-upon-Hull, Tailor. April 30. Conv. Reg May 28.
- Telford, Richd, Birn, Brass Founder. May 8. Comp. Reg May 26.
- Thornton, Fras, Grosvenor-st, Camberwell, Registrar of Births and Deaths. May 28. Comp. Reg May 29.
- Walton, Wm, West Bromwich, Stafford, Coal Dealer. May 18. Comp. Reg May 28.
- Watson, Wm John, Archway-rd, Holloway, Builder. May 19. Comp. Reg May 29.
- Yates, Rosina Mary, George-st, St Marylebone, Artificial Florist. May 15. Comp. Reg May 28.

Bankrupts.

FRIDAY, May 25, 1866.

To Surrender in London.

- Adam, Harvey Hall, Grafton-st, Mile-end-rd, Chemist. Pet May 21. June 6 at 11.
- Stoddart, Arbour-st East, Stepney.
- Austin, Josiah, Prisoner for Debt, Maidstone. Adj May 18. June 5 at 11.
- Baxter, Geo, Prisoner for Debt, Essex. Adj May 18. June 11 at 12.
- Calcott, Wm John, Harrington-st, Hampstead-rd, Scene Painter. Pet May 23. June 12 at 11.
- Johnson, Clifford's-inn.
- Champion, Caleb, Champion-ter, Wandsworth, Builder. Pet May 22. June 11 at 11.
- Chidley, Old Jewry.
- Chittenden, Chas Saml, Prisoner for Debt, Maidstone. Adj May 18. June 11 at 11.
- Clutterbuck, Jas, Prisoner for Debt, Maidstone. Adj May 18. June 11 at 12.
- Aldridge.
- Cooper, Fredk, Tottenham-court-rd, Cook. Pet May 23. June 6 at 12.
- Reed, Guildhall-chambers, Basinghall-st.
- Constable, John Carr, Langley-lane, South Lambeth, Cabinet Maker. Pet May 21. June 13 at 2.
- Roscoe & Mincks, King-st, Finsbury-square.
- Corri, Patricius Constantine, Mortimer-ter, Kentish-town, Artist. Pet May 19. June 8 at 11.
- Pullen, Chancery-lane.
- Cripps, Chas Couper, Prisoner for Debt, London. Pet May 22 (for pen). June 11 at 12.
- Munday, Essex-st, Strand.
- Daines, Chas, Shoreham, Kent, Farmer. Pet May 19. June 13 at 1.
- Colombine, Carey-st, Lincoln's-inn.
- Dennett, John, Prisoner for Debt, Maidstone. Adj May 18. June 5 at 2.

Edwards, Holland, Gt College-st, Camden-town, Milliner. Pet May 19. June 6 at 1. Pope, Old Broad-st.

Finch, John, Old Oak-st, Harlesden-green, Builder. Pet May 22. June 5 at 1. Hall, Lincoln's-inn-fields.

Fruden, Frances Sophia, Prisoner for Debt, London. Adj May 18. June 11 at 11. Aldridge.

Fleming, Hy, Prisoner for Debt, London. Pet May 22 (for pau). June 12 at 11. Goatley, Bow-st, Covent-garden.

Fleming, John, Old-st-rd, Manager to a Coffee-house Keeper. Pet May 23. June 5 at 1. Templeman, Aldermanbury-postern.

Fox, Edw, Prisoner for Debt, London. Pet May 21. June 6 at 11. Laurence & Co, Old Jewry-chambers.

France, Wm, Palsford, Bridge-wharf, Paddington, Contractor. Pet May 21. June 5 at 12. Halse & Co, Cheapside.

Frond, Benj, Prisoner for Debt, London. Pet May 17. June 6 at 12. Drake, Basinghall-st.

Harris, Richd, Chester-rd, Upper Holloway, Builder. Pet May 23. June 5 at 11. Mossop, Ironmonger-lane.

Harvey, Hy Jas, Clerkenwell-close, out of business. Pet May 22. June 13 at 2. Dobie, Guildhall-chambers, Basinghall-st.

Hedley, Tom Abercrombie, Poultry, Civil Engineer. Pet May 19. June 13 at 1. George, Sise-lane.

Jackson, Geo Bass, Prisoner for Debt, London. Adj May 18. June 14 at 11. Aldridge.

Lambe, Geo Yautier, Grove House, Brixton, no business. Pet May 18. June 13 at 1. Davis, Harp-st.

Lands, Thos, Prisoner for Debt, London. Adj May 18. June 11 at 12. Aldridge.

Langley, Geo, Prisoner for Debt, London. Pet May 21 (for pau). June 5 at 12. Goatley, Bow-st.

Linham, Michael, Prisoner for Debt, London. Pet May 23 (for pau). June 11 at 1. Goatley, Bow-st.

Light, Wm, Westbourne-grove, Bayswater, Journeyman Gas Fitter. Pet May 19. June 13 at 2. Ablett, Newcastle-st, Strand.

Loveday, Wm, Walpole-st, New Cross, out of business. Pet May 21. June 6 at 11. Kent, Cannon-st West.

Matthews, Thos Fredk, St John-st, Clerkenwell, Pastry Cook. Pet May 21. June 5 at 11. Silvester, Gt Dover-st.

Mears, Joshua Wm, Prisoner for Debt, London. Pet May 21 (for pau). June 13 at 2. Wood & King, Basinghall-st.

Moore, Jas, Prisoner for Debt, London. Pet May 23 (for pau). June 6 at 12. Munday, Essex-st, Strand.

Mudd, Edwd, Prisoner for Debt, Maidstone. Adj May 18. June 11 at 11.

Newton, Fras Robt, Kensington-sq, out of business. Pet May 21. June 5 at 12. Harper, Philpot-lane.

Palmer, Augustus, Prisoner for Debt, London. Adj May 18. June 11 at 11. Aldridge.

Peters, Joel, Prisoner for Debt, Maidstone. Adj May 18. June 11 at 12. Aldridge.

Ray, Wm, Prisoner for Debt, London. Adj May 15. June 5 at 1. Remington, Richd, New Broad-st-buildings, Underwriter. Pet May 18. June 4 at 1. Scott, King William-st.

Richardson, John Moses, Prisoner for Debt, London. Adj May 15. June 11 at 2.

Rimell, Fredk Geo, Prisoner for Debt, Maidstone. Adj May 18. June 11 at 12. Aldridge.

Rodrigue, Pierre Marius, Prisoner for Debt, London. Pet May 22 (for pau). June 5 at 2. Munday, Essex-st, Strand.

Rogers, Frank, Chalk Farm rd, Camden-town, Gilder. Pet May 19. June 13 at 1. Pain, Marylebone-rd.

Spicer, Thos, Henrietta-st, Covent-garden, Grocer. Pet May 18. June 5 at 12. Waller & Co, Lower Phillimore-pl.

Stafford, Wm, Gt Swan-alley, Moorgate-st, Financial Agent. Pet May 22. June 5 at 2. Riches, King's Bench-walk, Temple.

Taylor, Wm, Barking, Essex, Ship Builder. Pet May 4. June 11 at 1. Howell, Cheapside.

Thurwell, Chas, Prisoner for Debt, London. Adj May 15. June 5 at 1.

West, Herbert Jas, Lillie-rd, Fulham, Attorney's Clerk. Pet May 22. June 5 at 2. Hope, Eldon-rd, Holborn.

White, Wm, Prisoner for Debt, London. Pet May 23 (for pau). June 6 at 12. Munday, Essex-st, Strand.

To Surrender in the Country.

Allen, Robt Lead, Derby, Beerhouse Keeper. Pet May 8 (for pau). Derby, June 6 at 12. Leech, Derby.

Atkinson, Matthew, Prisoner for Debt, Walton. Adj May 17. Lpool, June 4 at 12.

Bazley, Geo, Bedford, Groom. Pet May 21. Bedford, June 4 at 12.30. Jessopp, Bedford.

Bennett, Wm, Rose-hill, nr Derby, out of business. Pet May 22. Derby, June 6 at 12. Smith, Derby.

Bickerdike, John, Broad-st, York, Warehouseman. Pet May 22. Bradford, June 5 at 10. Harle, Bradford.

Bindon, Fredk Hugh, Pontardulais, Carmarthen, Licensed Victualler. Pet May 23. Bristol, June 11 at 1. Press & Inskip, Bristol.

Bowditch, John, Prisoner for Debt, Devon. Adj May 14. Axminster, June 9 at 11.

Dean, Thos Wm Collman, Canterbury, Kent, Journeyman Cabinet Maker. Pet May 17. Deal, June 6 at 12. Drow, Deal.

Edwards, Geo, Birm, Coal and Coke Dealer. Pet May 22. Birm, June 6 at 12. Benton, Birm.

Ellison, Greenwood, Leeds, Provision Dealer. Pet May 23. Leeds, June 4 at 11. Carras & Tempest, Leeds.

Evans, Thos Jenkin, Bridgend, Glamorgan, Tailor. Pet May 10. Bristol, June 6 at 11. Beckingham, Bristol.

Hancox, Benj, Birm, no occupation. Pet May 22. Birm, June 6 at 12. Pearman, Stourbridge.

Harbage, Joseph, Sedgley, Stafford, Ironfounder. Pet May 21. Dudley, June 12 at 11. Warrington, Dudley.

Harris, Geo, Romsey, Hants, Coal Merchant. Pet May 17. Winchester, June 5 at 11. Hollis, Winchester.

Heggie, Jas, Prisoner for Debt, Manch. Adj May 15. Manch, June 11 at 9.30.

Hopkins, Geo, Coventry, Watch Finisher. Pet May 21. Coventry, June 5 at 3. Smallbone, Coventry.

Jackson, Wm, Prisoner for Debt, Lincoln. Adj May 6. Bourn, June 6 at 11. Brown & Son, Lincoln.

Johns, Thos, Prisoner for Debt, Bristol. Adj May 18. Bristol, June 15 at 12.

Jones, Wm Evan, Llanguelco, Glamorgan, Chemist. Pet May 19. Neath, June 5 at 11. Morris, Swansea.

Knight, Stephen, Hayward's-heath, Sussex, Carpenter. Pet May 18. Cuckfield, June 9 at 11. Sturt, Uckfield.

Le Bas, Fredk Peter, Brighton, Comm Agent. Pet May 21. Gloucester, June 6 at 12. Taynton, Gloucester.

Marsh, Isaac Wm, Swansea, Glamorgan, Fruiterer. Pet May 16. Swansea, June 5 at 2. Field, Swansea.

Mannd, Geo, Pembroke, Hereford, Wheelwright. Pet May 21. Kingston, June 5 at 11. Chase, Kingston.

May, Wm, Tedburn St Mary, Devon, Licensed Victualler. Pet May 23. Exeter, June 7 at 11. Flood, Exeter.

McCulloch, Wm, Prisoner for Debt, Walton. Adj May 17. Lpool, June 7 at 11.

Milsome, Mary Ann, Wonston, Southampton, Maltster. Pet May 19. Winchester, June 11 at 11. Rawlins, Winchester.

Parry, Wm Robt, Worcester, General Outfitter. Pet May 21. Birm, June 6 at 12. Wilson, Worcester.

Potts, Thos, Sunderland, Durham. Pet May 19. Sunderland, June 12 at 12. Steel, Sunderland.

Prest, Robt, Thirsk, York, Boot Maker. Pet May 21. Thirsk, June 6 at 11. Mason, York.

Price, Geo, Prisoner for Debt, Lancaster. Adj May 17. Lpool, June 7 at 11.

Richards, John, Ramney, Monmouth, Farmer. Pet May 19. Bristol, June 6 at 11. Ensor, Cardiff.

Scales, John, Prisoner for Debt, York. Adj May 15. Leeds, June 4 at 11.

Shaw, Matthew, Lincoln, Cattle Dealer. Pet May 19. Leeds, June 13 at 12. Toynbee & Larkin, Lincoln.

Smart, Geo, Portsea, Hants, Millwright. Pet May 19. Portsmouth, June 4 at 11. Stening, Portsea.

Smith, Edwd, Pateley Bridge, York, Chemist. Pet May 23. Leeds, June 7 at 11. Fisher & Son, Masham.

Smith, Hy, Groasbro', York, Labourer. Pet May 19. Rotherham, June 11 at 1. Micklethwaite, Sheffield.

Singleton, Joseph, Farnworth, Lancaster, Grocer. Pet May 21. Bolton, June 6 at 10. Glover & Ramwell, Bolton.

Taylor, John, Newington, Nottingham, Brewer. Pet May 19. Leeds, June 9 at 12. Fisher, Doncaster.

Thomas, Stephen, Langleyfelch, Glamorgan, Haulier. Pet May 23. Swansea, June 7 at 3. Tripp, Swansea.

Trotman, John, Vaynor, Brecknock, Contractor. Pet May 23. Merthyr Tydfil, June 4 at 11. Plews, Merthyr Tydfil.

Turner, Chas, Uttoxeter, Stafford, Innkeeper. Pet May 16. Birm, June 11 at 12. James & Griffin, Birm.

Watkins, Thos, Llanarnam, Monmouth, Potter. Pet May 15. Newport, June 6 at 11. Graham, Newport.

Watson, Geo, Hornsea, York, Shopkeeper. Pet May 22. Beverley, June 9 at 11. Chester, Beverley.

Williams, Thos Russell, Barnstaple, Devon, Jobber. Pet May 15. Barnstaple, June 4 at 12. Benocraft, Barnstaple.

TUESDAY, May 29, 1866.
To Surrender in London.

Aitken, Hy Paul, Mansfield-st, Kingsland, Blacksmith. Pet May 26. June 12 at 1. Edwards, Bush-lane, Cannon-st.

Allen, Robt Thos, Prisoner for Debt, London. Adj May 18. June 12 at 12.

Barnes, Philip Saml, Prisoner for Debt, London. Adj May 18. June 12 at 11.

Bish, Hy, Stratford, Essex, out of business. Pet May 24. June 11 at 1. Holmes, Milk-st.

Blake, Wm, son, Portsmouth, Hants, out of business. Pet May 23. June 11 at 1. Sole & Co, Aldermanbury.

Blanks, Lazarus, Gt Baddow, Essex, Blacksmith. Pet May 25. June 12 at 1. Duffield & Co, Tokenhouse-yard.

Bonner, Geo Fredk, Lower Seales-pl, Temple Bar, Printer. Pet May 24. June 11 at 1. Walker, Lawrence Pountney-lane.

Brew, John Archer, Prisoner for Debt, London. Adj May 18. June 11 at 11.

Brewis, Geo, Charlotte-st, Old Kent-rd, Engine Driver. Pet May 25. June 11 at 1. Bins, Trinity-sq, Southwark.

Chapman, Edwd Wm, Tooley-st, Southwark, Lighterman. Pet May 26. June 11 at 1. Lewis & Whitbourne, Basinghall-st.

English, Alfred, New Shoreham, Sussex, Sailmaker. Pet May 26. June 11 at 1. Kent, Cannon-st.

Evans, Geo, Walham Green, Fulham, Market Gardener. Pet May 24. June 11 at 2. Thomas, Fulham.

Fenn, Ingram, Camden-grove, Peckham, Umbrella Manufacturer. Pet May 22. June 12 at 12. Waring, Poultry.

Godwin, Wm, Portsea, Hants, Butcher. Pet May 24. June 11 at 12. White, Dane's-lane, Strand.

Hunt, Wm Dawson de Vere, Prisoner for Debt, London. Adj May 18. June 11 at 12.

Ingham, Geo, Prisoner for Debt, London. Adj May 18. June 12 at 12.

Lelliott, David, Brighton, Sussex, Draper. Pet May 19. June 20 at 1.

Reed & Phelps, Gresham-st.

Mullett, Thos, Prisoner for Debt, London. Pet May 18. June 11 at 11.

Osborne, Geo Chas, Prisoner for Debt, London. Adj May 18. June 11 at 12.

Price, Thos Edwd, Prisoner for Debt, London. Adj May 18. June 11 at 12.

Reid, Archibald, Foster-lane, Cheapside, Warehouseman. Pet May 23. June 11 at 1. Hand, Coleman-st.

Reid, John, Stanhope-rd, Finchley, Builder. Pet May 24. June 12 at 11. Houghton & Co, St Helen's-pl.

Smith, Wm Easdown, Fenchurch-st, Stationer. Pet May 24. June 12 at 11. Nicholson, Lime-st.

Snow, Jas Walter, Isle of Wight, Licensed Victualler. Pet May 25. June 11 at 2. Allen, Chancery-lane.

Stevenson, John Hunter, Prisoner for Debt, London. Adj May 18. June 11 at 12.

Warwick, Wm, Broadwall, Blackfriars-rd, Boot Maker. Pet May 24. June 12 at 12. Lay, Poultry.

Wilkinson, John, North Mimms, Hertford, Baker. Pet May 26. June 11 at 1. Steadman, Coleman-st.
Wren, Hy, Linton-st. New North-rd., out of business. Pet May 25. June 12 at 1. Hope, Ely-pl, Holborn.

To Surrender in the Country.

Bear, Theodorus, Prisoner for Debt, Gloucester. Adj May 21. Gloucester, June 9 at 12.
Blinhorn, Rootham Saml, Bristol, Hosier. Pet May 24. Bristol, June 15 at 12. Pigeon.
Bradshaw, Wm, Hanley, Stafford, Working Potter. Pet May 25. Hanley, June 16 at 11. Tennant, Hanley.
Carruthers, Jas, Carlisle, Cumberland, Butcher. Pet May 24. Newcastle-upon-Tyne, June 11 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Charlesworth, Jas, Chapel-en-le-Frith, Derby, Contractor. Pet May 24. Ashton-under-Lyne, June 21. Toy.
Condell, Joseph, Lpool, Licensed Victualler. Pet May 17. Lpool, June 11 at 11. Yates & Co, Lpool.
Cooke, Thos, Fishlake, York, Miller. Pet May 26. Leeds, June 9 at 12. Woodhead, Doncaster.
Corris, Edwd, Frammers, Chester, Joiner. Pet May 25. Lpool, June 11 at 11. W. & A. Morecroft, Lpool.
Cornforth, Wm, Macclesfield, Chester, Silkman. Pet May 26. Manch June 13 at 11. Stead, Manch.
Dennett, Elis, Parr, nr St Helen's, Lancaster, Grocer. Pet May 24. St Helen's, June 9 at 11. Beasley & Atkinson, St Helen's.
Dunkerley, Jas, & Wm Dempsey, Holinwood, nr Manch, Corn Dealers. Pet May 25. Manch, June 13 at 12. Cobbett & Wheeler, Manch.
Gibbs, Hy Tyte, Barnstaple, Devon, Grocer. Pet May 24. Exeter, June 11 at 12. Clay & Pascoe, Barnstaple.
Hewitt, John, Whitehaven, Cumberland, Grocer. Pet May 23. Newcastle-upon-Tyne, June 11 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Jackson, John, Wakefield, York, Web Manufacturer. Pet May 26. Leeds, June 11 at 11. Wainwright & Mander, Wakefield.
Jones, David, Prisoner for Debt, Ruthin. Adj May 16. St Asaph, June 12 at 10.
Jones, Griffith, Bala, Printer. Pet May 23. Bala, June 9 at 2. Hughes, Corwen.
Kempster, Thos, Shrewsbury, Salop, Licensed Victualler. Pet May 25. Shrewsbury, June 9 at 11. Davies, Shrewsbury.
Lowe, Stephen, Heigham, Norwich, Professor of Music. Pet May 23. Norwich, June 6 at 11. Sadd, jun, Norwich.
Martin, Thos, Alasger, Chester, Brewer's Traveller. Pet May 21. Congleton, June 2 at 5.30. Welch & Burditt, Sandbach.
Miles, Edwd Jas, Brighton, Tobaccoist's Assistant. Pet May 25. Brighton, June 13 at 11. Lamb, Brighton.
Naghor, Patrick, Lpool, Dealer in Old Materials. Pet May 23. Lpool, June 11 at 12. Henry, Lpool.
Owens, John, Newtown, Montgomery, Innkeeper. Pet May 24. Newtown, June 12 at 11. Jones, Newtown.
Phillips, Wm, Brighton, Boot and Shoe Maker. Pet May 25. Brighton, June 14 at 11. Mills, Brighton.
Phillips, Wm, & Robt Ferguson, Brighton, Tea Dealers. Pet May 25. Brighton, June 14 at 11. Mills, Brighton.
Pipe, Chas, Cockfield, Suffolk, Farmer. Pet May 26. Bury St Edmunds, June 9 at 12. Nunn, jun, Ixworth.
Powell, John, Aberystwith, Monmouth, Comm Agent. Pet May 25. June 16 at 1. Harris, Tredegar.
Pugh, John, sen, St Peter the Great, Worcester, Builder's Clerk. Pet May 26. Worcester, June 13 at 11. Wilson, Worcester.
Pullen, Richd, Prisoner for Debt, Hull. Adj May 16. Leeds, June 13 at 12.
Pursall, John, Kniver, Stafford, Greengrocer. Pet May 25. Stourbridge, June 15 at 10. Collis, Stourbridge.
Rowland, Edwin, Tenby, Pembroke, Licensed Victualler. Pet May 24. Bristol, June 8 at 11. Henderson, Bristol.
Sidgwick, Thos, Church Merrington, Durham, Druggist. Pet May 24. Newcastle-upon-Tyne, June 13 at 11.30. Brizgal, Durham.
Smith, Geo, Prisoner for Debt, Monmouth. Adj May 15. Monmouth, June 12 at 10. Williams, Monmouth.
Spenner, Jas, Prisoner for Debt, Hull. Adj May 16. Leeds, June 13 at 12.
Verity, John, Prisoner for Debt, York. Adj May 15. Leeds, June 21 at 12. Harle, Leeds.
Viles, Geo, Leeds, Fishmonger. Pet May 24. Leeds, June 21 at 12. Harle, Leeds.
Wallace, John, Martock, Somerset, Machinist. Pet May 25. Yeovil, June 13 at 12. Watts, Yeovil.
Whittingham, Edwin, Crewe, Chester, Miller. Pet May 25. Lpool, June 14 at 11. Broughton & Hensley, Nantwich.
Zisania, Demetrius, Lpool, Cotton Salesman. Pet May 25. Lpool, June 12 at 3. Wilson, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, May 25, 1866.

Whitcombe, Hy Pennell, Colchester, Essex, Attorney. May 27.

TUESDAY, May 29, 1866.

Hampton, John, Tenbury, Worcester, Clerk in Holy Orders. May 25. H-burn, John Robt. May 22.
Orton, Wm, Houndsditch, Pickle Manufacturer. May 22.

WILLIAM S. BURTON, GENERAL FURNISHING IRONMONGER, by appointment, to H. R. H. the Prince of Wales, sends a CATALOGUE gratis, and post paid. It contains upwards of Six Hundred Illustrations of his unrivalled Stock of Sterling Silver and Electro-Plate, Nickel Silver, and Britannia Metal Goods, Dish-Covers, Hot-Water Dishes, Stoves, Fenders, Marble Chimney-Pieces, Kitchen Ranges, Lamps, Gasaliers, Tea Trays, Urns, and Kettles, Clocks, Table Cutlery, Baths, Toilet Ware, Turnery, Iron and Brass Bedsteads, Bedding, Bedroom Cabinet Furniture, &c., with Lists of Prices and Plans of the Twenty large Show-Rooms, at 39, Oxford-street, W., 1, 2, 3, 4, and 5, Newman-street; 4, 5, and 6, Ferry's place; and 1, New-maid-yard, London.

GRESHAM LIFE ASSURANCE SOCIETY.

37, OLD JEWRY, LONDON, E.C.
SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.
Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (state name and address of solicitor)
Amount required &
Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)
Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.
By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

THE LAND MORTGAGE BANK OF INDIA

(CREDIT FONCIER INDIEN), Limited.

Subscribed Capital, £2,000,000. Paid-up, £400,000.

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W. Mackinnon, Esq.

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The Debentures of the Bank are secured by the whole of its invested funds, and by the additional guarantee of the uncalled capital, which at present is £1,600,000, represented by a proprietary of about 1,500 Shareholders.

The investment of the Bank's funds is restricted, by the articles of association, to real estate in India and Government securities, and the issue of debentures can never exceed the sum so invested.

The above price of issue gives to the subscriber 5½ per cent. interest on the amount invested, and a cash bonus of £14 18s. 10d. per cent. on the redemption of the bonds at par by the half-yearly drawings, which, averaging the period of drawing, yields a return of 6½ per cent.

The Bank also issues Debentures at par for fixed periods of three, five, seven, and ten years, bearing 5½ per Cent. interest.

The bonds are payable either to bearer—transfers passing from hand to hand without endorsement, and free of further stamp duty—or to persons duly registered in the debenture books of the Bank, ownership changing only by transfer deed. Coupons for the half-yearly interest are attached, payable either 1st January and 1st July, or 1st April and 1st October, by which means investors have the option of drawing their interest half-yearly or quarterly.

Applications to be made at the offices of the Company, 17, Change-alley, Lombard-street, E.C., where any further information may be obtained.—By order of the Board, J. WIGGINS, Manager.

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—Buyers of the above are requested, before finally deciding, to visit WILLIAM S. BURTON'S SHOW-ROOMS. They contain such an assortment of FENDERS, STOVES, RANGES, CHIMNEY-PIECES, FIRE-IRONS, and GENERAL IRONMONGERY as cannot be approached elsewhere, either for variety, novelty, beauty of design, or exquisiteness of workmanship. Bright Stoves, with ornate ornaments, £3 3s. to £33 10s.; Bronze Fenders, with standards, 7s. 6d. to £3 12s.; Steel Fenders, £3 3s. to £11; ditto, with rich ornate ornaments, from £3 3s. to £18; Chimney-pieces, from £1 5s. to £100; Fire-irons, from 3s. 3d. the set to £4 4s. THE BURTON and all other PATENT STOVES, with radiating hearth-plates.

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—WILLIAM S. BURTON invites inspection of his Stock of these, displayed in two large Show-Rooms. Each article is of guaranteed quality, and some are objects of pure Vertu, the productions of the first manufacturers of Paris, from whom William S. Burton imports them direct.

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